

A General
DISCOURSE
OF
COMMERCE:

Being a View of the

Commodities and Merchandizes,

Produc'd in all

Countries of **TRADE;**

Whether

The natural Product of the Places or the Manu-
facture of the Inhabitants.

Together

With the Seasons of buying and selling, and the
Custom and Practice of Merchants in those
Affairs.

As also,

Several Acts of Parliament for the Encouragement
of Trade in *England*, the Privileges of Foreign-
ers in Commerce, and a brief Account of the se-
veral Companies of Merchant Adventurers, &c.

Printed in the Year, 1707.

A General
DISCOURSE

OF
COMMERCE

Being a View of the
Commercial and Mercantile

Condition of all
COUNTRIES OF TRADE :

The Natural Principles of the Trade of the Nations
and the Advantages

to be derived from it
With the Reasons for buying and selling, and the
Causes and Effects of Riches in those
States.

By J. B. de la Motte
General Agent of Parliament for the Encouragement
of Trade in England, the Privileges of Foreign
and Colonies, and a full Account of the
Trade of the Nations of America.

Printed in the Year 1707.

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A Discourse of Commerce, &c.

TH E Bulk to which this Treatise has insensibly swell'd, leaves me so little room to treat of such an unbounded Subject, as that of Trade, that it must not be expected I can here descend to a particular account of the affairs of Commerce, which are too extensive to be comprehended in the following Sheets. However, I may hint at some general notions, which I believe may be of use.

I shall follow the method I have observed in treating of Exchanges, and begin first with the Trade of *England*.

No Country under the Sun seems better situated and provided with all things necessary for Commerce than the Isle of *Great-Britain*. Nor is it by any other means that *England*, within these 150 years, has rais'd herself to so high a pitch of Power and Grandeur.

Tis said that in the year 1540, there was but 4 Ships in the *Thames* above 120 Tun, besides the Navy Royal. And toward the latter end of the Reign of Queen *Elizabeth*, there was not above 4 or 5 Merchant-Ships of the Burden of 300 Tuns; and in her days, the Customs of the whole Nation did not amount to more than 40000 *l.* or thereabout; Land being then sold at 12 years purchase, by which it may be guess'd how small the Stock of Money was then, with regard to what it is now.

And tho the *Dutch* have supplanted us in the *Eastland* and *Greenland* Trades, and partly in that of *China* and *Japan*, we still drive a great Trade to *Italy*, *Turky*, *Spain* and *Portugal*, and to the *Baltick*, and the *East* and *West-Indies*; and we might vastly improve our Fish Trade if we pleas'd ourselves.

We have many considerable Societies of Merchants, who trade in Joynt-Stocks; such as the *East-India* and *Affrican* Companies, and that part of the *Turky* Company called the *Morea* Company; and the *Greenland* Company. And we have several others, such as the *Muscovy*, *Eastland*, *Spanish*, *Affrican* and *Hudson's Bay* Companies, and part of the *Turky* Company, who trade upon separate Stocks; but in a publick Community with regard to publick Expence.

Nor is there any Nation more abounding with the Commodities that are most necessary for human Life and the Conveniency of it than *England*; which is a plain demonstration that nothing can be wanting, but good Laws and Application, to make us the richest People in the World.

I shall now go on to take a short view of the Commodities of the several Countries of *Europe*, and other parts of the World. In which it is to be con-

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considered, that Trade in general, may be divided into Inland, Export and Import Trade.

By Inland Trade, I mean, the commutation and exchanging, whether of the natural Product and Manufactures of any Country, or the Commodities imported into it, amongst the Inhabitants themselves. And thus *Newcastle* furnishes *London* with Coals; and *London* again furnishes the *North*, with *East* and *West-India*, and other foreign and domestick Goods.

The Export Trade consists of such Commodities as being either the Product or Manufactures of any Country, or Goods imported into it, are exported to other Countries. And thus we send to *France*, *Spain* and *Italy*, Lead, Tin of our own, and Sugars, Spiceries and other Goods, imported from foreign Countries into *England*.

The Import Trade consists generally in all sorts of Commodities, brought into any one Country from another.

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AS to our Inland Trade, I shall not here say any thing of it; since in this short Discourse, I only mean to give People some Light into foreign Trade.

As for the natural Commodities and the Manufactures of the Country for Exportation into foreign Places, *England* abounds besides Wool, which is now strictly prohibited to be carry'd out of the Kingdom, in Tin and Lead, which is plentifully produced by the Mines in *Cornwall*.

There is likewise some Iron, Brass and Copper, Copperas in abundance, Alom, Salt, Hops, Wax, Honey, Herrings and other Fish, Leather of all sorts in abundance; Tallow, Cony-Furs, Corn in abundance; Wool and Cloth the best in the World: And excellent Horses.

Broad Cloth, Northern Dozens, Rashers, Kerfies, Bays, Serges, Flannel, Perpetuano's, Sayes, Stuffs, Freezes, Pennistons, Stockings, Caps, Hats, Rugs, Coals, &c. computed to upward of two Millions per Annum, transported to foreign Countries.

Besides which, the *English* transport of *Irish* Commodities, such as Butter, Hides, Tallow, Beef, Herring, Pilchards, Salmon, &c. to a very considerable value.

From the *American* Colonies of Sugar, Indico, Tobacco, Cocoa Nuts, &c. Besides the Fish, Pipe-staves, Masts, Bever, &c. from the Northern Parts of *America*.

To these add our Export of *East-India* Commodities, which is by Dr. Davenant computed at 500000 l. per Annum.

The Wool of *Lemster*, *Cotswold* and the *Ile of Wight*, when rightly manufactured by *English* Clothiers is extreamly soft and fine: Nor can the *French* work their own, to any purpose, without a mixture of ours.

The yearly Revenue of Wool is computed by Dr. Davenant at 2000000 l. which manufactur'd, he reckons worth 8000000 Sterling.

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It is not easy to make any tolerable Computation of the Value of all the other Commodities, either natural or artificial that this Kingdom produces, without a great expence and toil: And it has been observ'd that such as have hitherto attempted it, have been often oblig'd to own themselves mistaken in their Calculations.

Linnen, there is not made in *England* such Quantities as are required, neither coarse nor fine, tho there wants not Ground in abundance, fit for the production of Flax, and Hemp. We us'd to buy a great quantity of Sail-Cloth, and some other sorts, in *Brittany*, in time of peace, and we have great quantities of fine Linnen from *Holland* and *Flanders*; beside what Linnen we have from *Scotland* and *Ireland*. In which there is reason to believe, we are not altogether in the wrong, since the Ground of *England* may certainly be as well improv'd to other uses; and the quantities we take of that Commodity entertains our Commerce with the aforesaid places, imployes our Seamen, and maintains the Persons that deal that way.

Many other Commodities we likewise import from other Countries, some for our own use, and some to be again exported.

We formerly us'd to import from *France*, according to Dr. *Davenant's* Computation, in Silks, and especially Alamode and Lutstring, Cloth and Lace of Gold and Silver, Velvet, Ribbond, &c. 600000.

Linnen. 400000 l.

Serges and other Stuffs, 150000 l.

Caudebec and other Hats, 120000 l.

Perfum'd and other Gloves, Toys, and dry-ware, 250000.

Beds, Coverlits, Hangings, Fringes and other such Commodities, 100000 l.

Wine, Brandy, Vinegar, Verjuice, &c. 800000 l.

Castle-Soap, Olives, Capers, Prunes, &c. 150000 l.

Salt, Cork, Rosin, Walnut Tree, and other such Commodities, 200000 l.

And they took so little of our Commodities, which were Woollen Manufactures, Lead, Pewter, Allom, Copperas, Coals, &c. that we were suppos'd to take of them more than they of us, above 1000000 l.

So that the Parliament finding since the beginning of the War, in 1688. that we cou'd pretty well dispense with their Commodities, such Prohibitions have been made against some of them, and such high Duties impos'd upon others; that during the last Peace, we had but very inconsiderable Dealings with *France*; and those I believe to our Advantage.

But now before I descend to a more particular Consideration of the Product of *England*, I think it will not be amiss to say something of the Companies established in it, for the management and improvement of Commerce and of the Privileges of foreign Merchants residing here; by whose means the Native Commodities of the Kingdom are exported to other Countrys, and there, either barter'd for other Goods or exchange'd for Money.

The first Company of that nature settled in *England*, was that of the Merchant Adventurers, whose Patent was granted by King *Edward* 1st, meerly for the transportation of Wool to *Bruges*, which was then the Staple-Port, till the present Kingdom, which was not then so well vers'd in the Mystery of Trade as now, believing it wou'd be more advantageous to settle Marts for

for that Commodity in *England*; they were accordingly appointed at *Exon*, *Bristol*, *Winchester*, *Chichester*, *York*, *Newcastle*, and other Places in *England*; *Carmarthen* in *Wales*; and *Dublin*, *Waterford*, and some other Places in *Ireland*.

After which having induced some *Flemish* Manufacturers to come over, and finding the benefit of their Residence in the Country; for their further Incouragement, a Law was made, to make it *Fellony* to transport any Wooll unwrought.

After which the Staple being converted from Wooll into Cloth, it was for some time fix'd at *Calais*, and afterwards many times shifted from one Place to another in the *Low Countries*; such as *Antwerp*, *Delft*, *Rotterdam*, &c. where great Privileges were granted to the Merchant Adventurers, &c. as well as at *Hamburgh*, and other Places in the North; where divers Immunities were likewise confer'd upon them.

The next Company that was establish'd, was that of the *Barbary* Merchants, incorporated in *Henry* the VIIIth Time; which was the Age that the *English*, in imitation of the *Portuguese* and *Spaniards*, began to make Discoveries. But they decaying towards the latter end of *Queen Elizabeth's* Reign, by reason of the Civil Wars between the Pretenders to the Sovereignty of that Country. Out of their Ruins arose

The *Levant* or *Turky*-Company, who first trading with *Venice*, and then with *Turky*, brought to *England* that way the *East-India* Commodities, which till then were only known to us by Land, and to the *Portuguese* alone by Sea.

Thence did at first arise the old *East-India* Company, who having fitted out Ships of Force, brought from thence at the best Hand the *Indian* Commodities, which formerly had been sold to *England* by *Europeans*: And they having obtained diverse Charters and Grants from the Crown, and Laws in their Favour, were sole Masters of that great Traffick; till at last, during the late War, a new Company was incorporated by *King William*, by Virtue of an Act of Parliament; they having lent the Government, for the Exigencies of the War, 2000000 *l.* for which they receive a yearly Revenue of 8 per Cent. out of the Funds assign'd them for that effect. After which both Companies considering their common Interest, after many Debates and Conferences held concerning the State of their Affairs, for the prevention of diverse Inconveniencies, that otherwise might have happen'd, both to themselves, and to the Nation in General, who by their disagreement might at last have come to be intirely supplanted in that Trade, the following Articles were concluded and consented, to by both Companies.

Heads

Heads of the Agreement concluded between the two East-India Companies.

I.

THAT the Effects of each Company be brought home with all convenient speed for their separate Accompts; That all possible Provisions be made for enabling both Companies to bring home their Effects with Security; And that neither the Crown, nor the New Company take any Advantage of the Old Company, under pretence of Forfeiture.

II.

That mutual Releases be given by each Company to the other; and to their respective Factors and Servants.

III.

That the Old Company's 315000 *l.* in the Fund, be upon execution of this Agreement immediately united to the Capital Stock of the New Company.

IV.

That the Old Company do purchase, and the New Company do procure three Members to transfer to the Old Company in their Politick Capacity, 673500 *l.* in the Capital Stock and Fund of 1662000 *l.* with the Benefits after the execution of the Agreement to arise thereby; so that the Old Company may have 988500 *l.* in the said Fund, which will make the Old Company equal with the New in Fund and Title to the Trade. Which Stock of 673500 *l.* shall be transferr'd as follows, *viz.* One Fourth at the execution of this Agreement, One Fourth at *Michaelmas* next, One Fourth at Lady-day after, and the remaining Fourth at *Michaelmas*, 1703. &c. Each Fourth shall be paid for at the time of the Transfer at 100 *l.* for 100 *l.*

V.

That the Old Company's dead Stock at home and abroad be valued at 33000 *l.* and the New Company's dead Stock abroad and at home at 70000 *l.* And that the Old Company at the time of transferring the first One Fourth part of the said 673500 *l.* do transfer all their dead Stock abroad and at home, to the New Company; the New Company paying for one Moiety thereof at the same time 16500 *l.* And that the Old Company do also pay to the New Company 35000 *l.* for the Moiety of their dead Stock; and thereupon the Old Company shall have, and be entitled to a Moiety of both the said dead Stocks, as Members of the New Company.

VI.

That the Old Company have the sole Benefit of their dead Stock at home for seven Years.

VII.

That the Members of the New Company transferring, shall be entitled to the Arrears of the Annuity until the time of the several Transfers, after which

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which time all Annuities arising by the Old Company's 31500 l. shall be paid to such Persons as shall be appointed for that purpose, by the Old Company for their use.

IX.

That the New Company shall have the Benefit of all Monies arising by Licenses granted before their Agreement, and also the 5 per Cent. on all Ships entred or cleared out, before the executing of the said Agreement, and the 5 per Cent. that shall arise upon the Effects loaden on the said Old Company's Ships shall be wholly for the Benefit of the Old Company.

IX.

That each Company do desist from any separate Exportation from and after the executing of this Agreement.

X.

That during seven Years, each Company shall have an equal Power in the Administration and Management of the Fund and Trade; and that for that purpose, twelve Persons shall be yearly appointed by the General Courts of each Company respectively, out of the Courts of Committees and Directors of the said Companies, who shall be called in the New Charter, *Managers of the United Trade to India.*

XI.

That a New Additional Stock shall be rais'd for carrying on the future Trade, and advanced in such Proportions as the said twenty four Managers, or the major part of them shall from time to time appoint. The General Courts of each Company agreeing thereunto.

XII.

That during the space of seven Years, the Old Company shall preserve their Stock in their Politick Capacity, and for that time remain a separate Corporation, and transfer and assign in their own Books, as now they do; and at the end of the said seven Years, the Old Company shall transfer and assign in the Books of the New Company, their Share in the Fund to their several Members, who shall be then entitled to the same; and thereupon the said Members of the Old Company shall become, and be admitted Members of the New Company *Gratis.*

XIII.

That each Company do indemnify the other from their respective Debts and Demands, and that a proper Provision be made for that purpose.

XIV.

That the New Company after the executing of their Agreement shall not take up any Money upon their common Seal, or do any other Act (except what relates to their separate Effects as aforesaid) without the concurrence of the old Company.

XIV. A

XVI.

A Covenant, That his Majesty shall make such a Re-Grant within ten days after the making such Grant and Assignment as aforesaid.

XVII.

A Covenant, That the Old Company within one Month after the said seven Years are expired, shall surrender their Charters and Corporation; and a Covenant, That the King shall accept the same.

XVIII.

A Covenant, That the King within ten days after such Surrender, shall make a new Grant to the same Trustees, and subject to the same Trust, of all such Estates and Effects of the Old Company, as shall come to or devolve upon the Crown, by reason of such Surrender.

XIX.

That immediatly from and after the said Surrender, the New Company do change its Name and be called, *The United Company of Merchants of England, trading to the East-Indies*. Nevertheless, the future Management of the said Stock and Trade after the said Term of seven Years is expir'd, is to be according to the New Company's Charter of the 5th September, 1698.

XX.

That for the better attaining of the Purposes aforesaid, there be a Tripartite Indenture to be executed by his Majesty (if he so pleases) and both the said Companies, wherein such proper Covenants and Provisions may be made as shall be thought reasonable, with proper Releases from his Majesty to each Company.

So that as soon as the aforesaid Term of seven Years, allow'd for the conveniency of Affairs, on both sides, is expired, the two Companies will be entirely one in Name and Effect.

In the latter end of Queen *Elizabeth's*, and in the beginning of King *James's* Reign, several other Companies were established; such as the *Muscovy*, *Eastland*, and *Greenland* Companies: And as the two latter of these Trades are now decay'd, I have thought fit to insert here, the Act of Parliament made for retrieving them in the Reign of King *Charles II.*

Anno 25. Car. II. Regis.

An Act for the Incouragement of the Greenland and Eastland Trades, and for the better securing the Plantation Trade.

Liberty given
to all Persons
to Trade to
Greenland,
and to import
all sorts of
Oyl, &c.

Without pay-
ing any Cu-
stom or Duty
for any such
Goods brought
in by any En-
glish or Welsh
Vessel.

If by any Ship-
ping of the
King's Colo-
nies or Plan-
tations, the
several Rates
mentioned in
this Act.

FORasmuch as the Whale-fishing is a very considerable and profitable Trade, giving Employment to great Numbers of Seamen and Shipping; And whereas neighbouring Nations do yearly make great Advantage thereby, not only supplying themselves with that sort of Oyl and Fins, but vending into other Parts great Quantities thereof; and particularly into this Kingdom, where the said Trade in a manner is quite decayed and lost: For Remedy thereof, and Incouragement of such as shall be willing to employ themselves and their Estates in this Trade; Be it Enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons in this present Parliament assembled, and by the Authority of the same, That it shall and may be lawful for all his Majesty's Subjects of this his Realm of *England*, and *Wales*, and Town of *Berwick upon Tweed*, and for every other Person or Persons of what Nation soever, residing and inhabiting here, during the time of such their Residence, freely to Trade into and from *Greenland*, and those Seas; and there to take Whales, and all sorts of Fish, and to import into this Kingdom all sorts of Oyl, Blubber, and Fins thereof, and to use and exercise all other Trade to and from *Greenland*, and those Parts. And for the further incouraging of the said Trade, Be it Enacted by the Authority aforesaid, That it shall be lawful for any Person or Persons, Native or Foreigner, to import Train-Oyl, or Blubber of *Greenland*, and Parts adjacent, and those Seas, or of *Newfoundland*, or of any other his Majesty's Colonies and Plantations, made of Fish, or of any other Creature living in the Seas, and Whale-fins caught in any Ships or Vessels truly and properly belonging to *England*, or *Wales*, or Town of *Berwick upon Tweed*, and imported in such Ships without paying any Customs or other Duty for the same; and for the Tun of such Oyl taken by any Shipping belonging to any of his Majesty's Colonies and Plantations, and imported in such Shipping, there shall be paid the Sum of six Shillings; and for every Tun of Whale-fins taken and imported in such Shipping, the Sum of fifty Shillings; and for the Tun of such Oyl taken by the said Shipping, but imported in Shipping belonging to *England*, *Wales*, or the Town of *Berwick upon Tweed*, the Sum of three Shillings; and for every Tun of Whale-fins taken and imported in such Shipping, the Sum of five and twenty Shillings; and for the Tun of all such Oyl and Blubber of Foreign Fishing, the Sum of nine Pounds; and for every Tun of Whale-fins of Foreign Fishing, the Sum of eighteen Pounds and no more. And in regard there are at present great want of Harpiniers and Seamen, skill'd and exercis'd in the Trade of Whale-fishing. Be it

it further enacted, by the Authority aforesaid, That it shall and may be law- ^{Liberty given}
 ful for any Ship or Vessel, truly belonging to *England, Wales, or the Town* ^{to have one}
 of *Berwick upon Tweed*, and whereof the Master shall be an *Englishman*, and ^{moiety of}
 inhabiting within the Places aforesaid, from and after the first day of ^{Harpiners,}
May, which shall be in the year of our Lord, one Thousand six Hundred, se- ^{and one moi-}
 venty and three, and until the 25th of *March*, which shall be in the year of our ^{ty of English}
 Lord one Thousand six Hundred eighty and three, imployed for the catch- ^{Mariners in}
 ing of Whales during such Voyage, to be navigated with one moiety of the ^{an English}
 Harpiniers, and the one moiety of the rest of the Mariners, only *English*, the same pri- ^{vessel, with}
 and yet to pay no further or other Custom for the Oyl, Blubber, or Fins ^{the same pri-}
 caught and imported in such Ship or Vessel than if such Ship or Vessel had ^{villege as be-}
 been navigated, with three fourths of the Mariners *English*; any Law, ^{fore.}
 Statute or Usage to the contrary in anywise notwithstanding.

2dly, Provided always; and it is hereby enacted by the Authority afore- ^{The English}
 said, That no *English* built Ship, or other Ship or Vessel, belonging to *Eng-* ^{built Ship,}
land, Wales, or the Town of Berwick upon Tweed, importing Whale-Oyl or ^{which is to}
 Blubber, or other Whale-Fins of *Greenland*, or those Seas, shall enjoy any ^{have the be-}
 benefit or priviledges of this Act, unless such Ship or Vessel did proceed on ^{nefit of this}
 her Voyage to *Greenland* and those Seas, from *England, Wales, or the Town* ^{Act, must}
 of *Berwick upon Tweed*, and was victualed for the said Voyage in some of ^{proceed from}
 those Places, to be attested by the Collector of the Port where the said Ship, ^{England to}
 or Vessel was victualed: And whereas by one Act pass'd in this present Par- ^{Greenland.}
 liament, in the twelfth year of your Majesty's Reign, entituled, An Act for ^{12. Car. 2.}
 Encouragement of Shipping and Navigation, and by several other Laws pas- ^{cap. 18.}
 sed since that time, it is permitted to ship, carry, convey and transport Su-
 gar, Tobacco, Cotton, Wool, Indico, Ginger, Fustick, and all other Dy-
 ing-wood of the Growth, Production and Manufactures of any of your Ma-
 jesty's Plantations in *America, Asia, or Africa*, from the Places of their
 Growth, Production and Manufacture, to any other of your Majesty's
 Plantations in those Parts, (*Tangier* only excepted) and that without paying
 of Custom for the same, either at the lading or unlading of the said Com-
 modities, by means whereof, the Trade and Navigation in those Commodi-
 ties from one Plantation to another is greatly increased, and the Inhabitants
 of divers of those Colonies, not contenting themselves with being supplied
 with those Commodities for their own use, free from all Customs (while the
 Subjects of this your Kingdom of *England* have paid great Customs and Im-
 positions for what of them had been spent here) but contrary to the expresse
 Letter of the aforesaid Laws, have brought into divers parts of *Europe* great
 quantities thereof, and do also vend great quantities thereof to the Shipping of
 other Nations, who bring them unto divers parts of *Europe*, to the great
 hurt and diminution of your Majesty's Customs, and of the Trade and Navi-
 gation thereof, We your Majesty's Commons in Parliament assembled, do
 pray that it may be enacted, and with the advice and consent of the Lords
 Spiritual and Temporal, and the Commons in this present Parliament assembled,
 and by the Authority of the same, Be it enacted That from and after the first ^{Bond to be}
 day of *September*, which shall be in the year of our Lord, one Thousand six ^{given to bring}
 Hundred seventy and three, if any Ship or Vessel, which by Law, may ^{all Goods of}
 Trade in any of your Majesty's Plantations, shall come to any of them to ship ^{the Ameri-}
 and take on board any of the aforesaid Commodities, and that Bond shall not ^{can Plantati-}
 ons to Eng-
 be land.

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or Custom to
be paid in the
Plantations.

Penalty.

The Duty to
be managed
by the Com-
missioners of
the Customs of
England.

if the Party
shall not have
ready Money,
then the Com-
missioners to
take a propor-
tion of the
Commodities.

it shall be free
for all Persons
to Trade to
Sweden
Denmark
and Norway.

Any Person
Subject of this
Realm shall be
admitted into
the Eastland
Company.
paying for his
admittance

be first given with one sufficient Surety, to bring the same to *England* or *Wales*, or Town of *Berwick* upon *Tweed*, and to no other place, and there to unload and put the same on Shore (the danger of the Seas only excepted) that there shall be answered and paid to your Majesty, your Heirs and Successors, for so much of the said Commodities as shall be laded and put on board such Ship or Vessel these following Rates or Duties: That is to say, for Sugar white, the Hundred Weight containing one Hundred and twelve Pounds, five Shillings; and brown Sugar and Muscovadoes, the Hundred Weight containing one Hundred and twelve Pounds, one Shilling and six pence; for Tobacco the Pound one penny; for Cotton and Wool the Pound one half penny; for Indico the Pound, two pence; for Ginger, the Hundred Weight containing one Hundred and twelve Pounds, one Shilling; for Log-wood, the Hundred Weight containing one Hundred and twelve Pounds, five Pounds; for Fustick and all other Dying-wood, the Hundred Weight containing one Hundred and twelve Pounds, six pence: And also for every Pound of Coco-nuts, one penny; to be levied, collected and paid at such Places, and to such Collectors and other Officers, as shall be appointed in the respective Plantations to collect, levy and receive the same, before the lading thereof, and under such Penalties, both to the Officers, and upon the Goods, as for non-payment of, or defrauding his Majesty of his Customs in *Eng-land*.

3dly, And for the better Collection of the several Rates and Duties afore-
said, imposed by this Act, Be it enacted, and it is further hereby enacted by
the Authority aforesaid, That this whole business shall be ordered and ma-
naged, and the several Duties hereby imposed, shall be caused to be levied by
the Commissioners of the Customs of *England*, now and for the time being,
by and under the Authority and Direction of the Lord Treasurer of *England*
or Commissioners of the Treasury for the time being.

4thly, And in case any Person or Persons, liable by this Law, to pay any
of the Duties afore-mentioned, shall not have Monies wherewith to answer
and pay the same, Be it enacted by the Authority aforesaid, That the Offi-
cers appointed to collect the same, shall accept, instead of such Moneys, such
a proportion of the Commodities to be shipped, as shall amount to the value
according to the current Rate of the said Commodities in such Plantation
respectively.

5thly, And for encouragement of the *Eastland* Trade, Be it enacted, by
the Kings most excellent Majesty, by and with the advice of the Lords Spi-
ritual and Temporal, and Commons in this present Parliament assembled,
and by the Authority of the same, that it shall and may be lawful to and for
every Person and Persons, Native or Foreigner, from and after the first day
of *May*, which shall be in the year of our Lord, One thousand six Hundred
seventy and three, at all times to have free liberty to trade into and from
Sweden, *Denmark* and *Norway*; any thing in the Charter of the Gover-
nour, Assistants, and Fellowship of Merchants of *Eastland*, or any other
Charter, Grant, Act, or any thing else heretofore made or done, or here-
after to be done to the contrary in anywise notwithstanding.

6thly, And it is hereby further enacted by the Authority aforesaid, That
whatsoever Person or Persons, Subject of this Realm, shall desire to be ad-
mitted into the said Fellowship of Merchants of *Eastland*, That every such
Person

Person shall be admitted into the said Fellowship, paying for his Admission the Sum of forty Shillings, and no more.

There was likewise a Company established for the *French* Trade, But that being gone down, ther is no need to trouble the Reader, with saying any thing about it.

Our *Spanish* Merchants having been deprived of the principal part of that Trade, since the Accession of the Duke of *Anjou* to the Crown, are now again in hopes of recovering their ancient Priviledges; as soon as his Majesty King *Charles* III. shall have expell'd his Competitor out of the *Spanish* Dominions.

And possibly too, our *African* Company, which is still in a low condition, may have a better prospect of retrieving their former State, if, by a solid Peace with *France* and *Spain*, they can Trade with more security than they have been able to do these many years past.

As for our Fishery, 'tis a deplorable thing to consider how that shou'd be misimproved or neglected. The whole World knows that 'tis the best branch of the *Dutch* Trade, since it employs more hands, and that more usefully and with less expence than any they have. Of which I may perhaps say more elsewhere: And mean time I shall insert likewise an act of Parliament made for the Incouragement of that most beneficial Trade.

Anno 15 Caroli II. Regis.

An Act for regulating the Herring and other Fisheries, and for repeal of the Act concerning Madder.

FOR the preventing of the abuses in the packing and ordering of Herrings, and bringing that Commodity into credit in foreign Parts beyond the Seas, Be it enacted, and it is hereby enacted by the King's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and the Commons in this present Parliament assembled, and by the Authority of the same, That from and after the first day of *August*, one Thousand six Hundred sixty four, no white or red Herrings of *English* catching, shall be put to Sale in *England*, *Wales*, or the Town of *Berwick* upon *Tweed*, but what shall be pack'd in lawful Barrels or Vessels, and which shall be well, truly and justly laid and packed; and shall be of one time of taking, salting, saving or drying, and equally well pack'd in the midst and every part of the Barrel or Vessel, and by a sworn Packer; and the Vessel or Barrel mark'd or branded by such sworn Packer, with a mark or brand, denoting the gage of the Barrel or Vessel, and the quantity, quality and condition of the Herrings pack'd therein, and the Town or Place where they were packed; and the Bailiffs of *Great Yarmouth* for the time being, and the Mayor

How Herrings shall be packed.

Able Packers
to be appointed
and Sworn

Penalty for not
appointing and
swearing
Packers

Westmony,
Island.

Newfound-
land,

None may de-
stroy Houses or
spoil Nets, &c.
for fishing in
Newfound-
land.

The Penalty.

yor Bailiffs, or other Head Officer for the time being, of every Port Haven, or Creek, out of which any Vessels or Ships do proceed to Fish for Herrings, are hereby authoriz'd and required before the first day of *July* in the Year, one Thousand six Hundred sixty four, and before the first of *July* in every year after, to appoint for their respective Haven, Port or Creek, a compitent number of able and experienced Packers, to view and pack all such red Herrings of *English* catching, as shall be brought into their Port, Haven or Creek, and well and truly to mark and brand the Barrels or Vessels into which they shall be packed, with such mark or brand, as is above directed, and to administer to them yearly an Oath, (which Oath, they are hereby Authoris'd and appointed to give them) for well and true doing thereof, according to this Act: And in case the said Bailiffs or other Head-Officer for the time being, of any such Port, Haven or Creek, shall not appoint and swear such Packers before such time in every year, as it is by this Act required, they shall for every default, forfeit the Sum of one Hundred Pounds of lawful Money of *England*; one moiety to his Majesty, his Heirs and Successors, and the other moiety, to him or them that shall Inform or Sue for the same in any Court of Record, by Bill, Plaint, or other Action, wherein no Essoin Protection or Wager in Law shall be allowed: And for the better regulating of the *Island* and *Westmony* Fisheries, and preservation of the Spawn of Fish there, Be it enacted and it is hereby enacted by the Authority aforesaid, That from and after the five and twentieth day of *December*, one Thousand six Hundred sixty three, no Ship, or Vessel shall proceed upon a shipping Voyage for *Island* or *Westmony*, out of any Port, Haven or Creek in *England* or *Wales*, or out the Port of *Berwick* upon *Tweed* until the tenth day of *March*, in any year, under pain of the forfeiture of every such Ship or Vessel, with all her Furniture, Tackle and Apparel, and all the Fish caught in such Ship or Vessel. And it is hereby further enacted by the Authority aforesaid, That no Person or Persons whatsoever, do collect, levy or take, or cause to be collected levied, or taken in *Newfoundland*, any Poll or other Duty, of or for any Cod or *Poor-John*, or other Fish of *English* catching, under the pain of the loss of double the value of what shall be by them levied, collected or taken or caused to be collected levied or taken: And that no Planetr, or other Person or Persons whatsoever, do cast or lay any Seme or other Net, in or near any Harbour in *Newfoundland*, whereby to take the Spawn or young fry of the *Poor-John*, or for any other use or uses, except for taking of Bait only, upon pain of the loss of all such Semes or Nets, and of the Fish taken in them, or of the value thereof, to be recovered in any of his Majesty's Courts in *Newfoundland*, or in any Court of Record in *England* or *Wales*, by Bill, Plaint or other Action; wherein no Essoin, Protection or Wager in Law shall be allowed.

2dly, And it it hereby further enacted by the Authority aforesaid, That no Planter or other Person or Persons whatsoever, shall burn, destroy, or steal any Boat, Cask, Salt, Nexts or other Utensils for fishing or making of Oyl, or other Goods or Merchandize left in any Harbour in *Newfoundland* or *Greenland*, by *English*; or burn, pull down or destroy any House built by *English* in *Newfoundland* or *Greenland*, to live during the fishing Season, or Stage built by them in either of the said Places for the saving or ordering of Fish, or making Oyl, upon pain of the loss of double the value of what shall be by them stolen, burnt or destroyed, to be recovered in any of his Majesty's

ity's Courts in *Newfoundland* or *Greenland* respectively, or in any Court of Record in *England*, by Bill, Plaint or other Action, wherein no Effoin, Protection, or Wager in Law shall be allowed.

3dly, Whereas upon the humble Petition and Complaint of the Merchants and Salters of the City of *London*, it doth appear, That some sort of Madder, very useful for dying, cannot be imported so pure and clean, as by one Act passed the last Session of this present Parliament, (Intituled, *An Act for the Importation of Madder, pure and unmix'd*) is directed and appointed, Be it Enacted, and it is hereby Enacted by the Authority aforesaid, That the said Act, and every Clause and Thing therein contained, be from henceforth utterly void and repealed to all Intents and Purposes, and Constructions whatsoever.

And while I am speaking of Companies of Merchants, and their Concerns, I think it will not be unfit to insert a Pleading upon a Tryal between the *Canary* Company and a Merchant; by which it will in some measure appear, how far such Companies may be privileg'd by Patent, without an Act of Parliament, and how far they can't.

Horn and Ivy.

Trespass for taking away a Ship.

THE Defendant justifies under the Patents, whereby the *Canary-Company* is incorporated and granted, that none but such and such should Trade thither, on pain of forfeiting their Ships, and Goods, &c. and says, that the Defendant did Trade thither, &c. The Plaintiff demurs. *Polyxsen*. He ought to have shown the Deed whereby he was authoriz'd by the Company to seize the Goods, 26 *Hen.* 6. 8. 14 *Ed.* 4. 8. *Bro. Corp.* 59. though I agree, that for ordinary Employments and Services, a Corporation may appoint a Servant without Deed, as a Cook, a Butler, &c. *Plo. Com.* 91. A Corporation cannot Licence a Stranger to sell Trees without a Deed, 12 *Hen.* 4. 17. Nor can they make Disseisor without Deed, 9 *Ed.* 4. 59. *Bro. Corp.* 24. 34. 14 *Hen.* 7. 1. 7 *Hen.* 7. 9. *Rolls* 514. *Tit. Corpora-* tion, *Dr. Bonham's Case*. Again, the Plea is double; for the Defendant alledgeth two Causes of a Breach of their Charter, viz. their taking in Wines at the *Canaries*, and importing them here; which is double. Then there is a Clause that gives the forfeiture of Goods, &c. Imprisonment, which cannot be by Patent, 8 *Rep.* 125. *Waggoner's Case*. *Noy.* 123. in the Case of Monopolies. This Patent I take also to be contrary to some Acts of Parliament, viz. 9 *Ed.* 3. cap. 1. 2 *Ed.* 3. cap. 2. *Rich.* 2. cap. 1. 11 *Rich.* 2. cap. 2. And these Statutes the King cannot dispence withal by a *Non obstante*. *Twissd.* For the first Point, I think they cannot seize without Deed, no more then they can enter for a Condition broken without Deed. *Keel.* We desire to be satisfied whether this be a Monopoly or not. It was ordered to be argued.

Having

Of the Trade of England.

Having now spoken of our own Merchant Companies, trading into Foreign Parts; 'twill be fit to consider a little, the Case of Foreign Merchants among us, and the Immunities granted to them; and particularly of the Incouragement given them by the abovenam'd King *Edward I.* as by his Patent here following.

For Strangers, concerning LIBERTIES granted them.

THE King to his Archbishops, &c. sendeth greeting, concerning the good Condition of all the Merchants of the Kingdoms, Lands, and Provinces under-written: That is to say, *Germany, France, Spain, Portugal, Navarre, Lombardy, Tuscany, Provence, Catalonia*; our Dukedom of *Aquitain, Tholouse, Turein, Flanders, Brabant*, and all other Lands, and Foreign Places by what Name soever called, coming into our Kingdom of *England*, and there remaining.

We being very solicitous, out of our especial Care, that under our Dominion, a freedom of Tranquility and full Security for the said Merchants may be provided for the future, so as they may the more readily apply themselves to the Service of us, and of our Kingdom, We graciously answering their Petition, and ordaining more amply, for securing their Condition in form following under-written, are pleased to grant to the said Merchants, for us and our Heirs for ever.

Imprimis, That is to say, That all Merchants of the said Kingdoms and Lands, may come from any other Place safe and secure under our Tuition and Protection into our said Kingdom of *England*, and every where in our Dominions, with their Merchandizes of what sort soever, and be unmolested and quiet, concerning Murage, Pontage, and Pavage; and that within our said Kingdom and Dominion, they may Traffick in the Cities, Burroughs, and Market-Towns, only in gross, as well as with Natives or Inhabitants of this our Kingdom and Dominion, as aforesaid, as with Strangers, Foreign and Domestick; but so as their Wares, vulgarly called Mercery, or the Species thereof, they may sell by Retail, as formerly hath been accustomed. And that all the said Merchants may carry, or cause to be carried whither they please, their Merchandize which they have brought into our said Kingdom and Dominion, or otherwise acquired, except to the Lands of the manifest and notorious Enemies of our Kingdom, paying the Customs which shall be due, Wines only excepted, which shall not be exported out of our said Kingdom or Dominion, after they have been imported into our said Kingdom or Dominion, without Pleasure and special Licence, by any way or means whatsoever.

Item, That the said Merchants may lodge in the Cities, Burroughs, and Towns, aforesaid, at their own Pleasure, and there stay with their Goods, to the content of them who entertain them.

Item, That every Contract made by the said Merchants, with what Person soever, and from what place soever, for what kind of Merchandize soever,

ever, shall be firm and stable, so that neither of the Merchants shall depart, or go back from his Bargain, after a God's Penny is given and received between the principal Persons contracting; and if it happen that a contention arise on the said Contract, there shall be a Tryal, or Inquisitions, according to the Usages and Customs of the Fairs, and Towns where such Contract shall be made or begun.

Item, We promise to the aforesaid Merchants, and for us, and our Heirs for ever grant, That We by no means whatsoever will make, or suffer to be made any Prize, or Arrest, or detention by occasion of Prize, for the future upon their said Wares, Merchandizes, or other their Goods by us, or by any other, or others in any Case and Necessity whatsoever, against the Will of the said Merchants, without the Price presently paid, for which Merchants might sell to others, Wares of the like sort; or otherwise to satisfy them so as they shall repute themselves contented. And that no Appraisement or Value shall be put upon the said Merchants Wares, Merchandizes, or Goods, by Us or our Ministers.

Item, We will, That all Bailiffs, and Officers of Fairs, Cities, Burroughs, and Market-Towns, shall do speedy Justice to the said Merchants complaining to them, from day to day, without delay, according to the Merchants Law, concerning all and every thing which by the said Law may be determined. And if any defect shall happen to be found in any of our Bailiffs or Ministers aforesaid, whereby the said Merchants, or any of their Factors shall suffer Loss, although the Merchant recover his Losses against the Party in the whole, yet nevertheless, the Bailiff or other Ministers of ours, as the Fault requires, shall be punished: And we grant the said Punishment in favour of the Merchants aforesaid, for compleating their Right. Where the Merchant shall be impleaded, or he implead another of whatsoever Condition, he that is impleaded be of, whether a Foreigner, or a Domestick, in the said Fairs, Cities, or Burroughs, where there is sufficient plenty of Merchants of the Lands aforesaid, and Inquisition there ought to be made; half of the Inquisition shall be of the said Foreign Merchants, and the other half of honest and lawful Men, where the Plea happens to be: And if sufficient Number of the said Merchants of the said Lands shall not be found, let those be put in Inquisition who shall be found fit in that Place, and let the Residue be of other good and fit Men, in the Places in which that Plaint shall be.

Item, We will ordain and appoint, That in every Market-Town and Fair of our said Kingdom, and elsewhere within our Dominion, our Weight is to be put in a certain Place, and before weighing thereof, the Scale to be empty in the Presence of Buyer and Seller; and the Arms thereof to be equal, and when he hath set the Scale equal, he is forthwith to take off his Hands, so that it may remain equal; and that throughout our whole Kingdom and Dominion, there be one Weight and Measure, both of them sealed with the Sign of our Standard, and that every one may have a Scale of one *quarterioni* and under, where Liberty by Us, or our Ancestors was not granted, or contrary to the Custom of the Villages and Fairs hitherto observed.

Item, We will and grant, That some certain faithful and discreet Person residing in *London*, may be appointed as Justice in behalf of the before-men-

tioned Merchants, before whom they may plead specially, and more speedily recover their Debts, if the Sheriffs and Mayors distribute not to them day by day, compleat and speedy Justice; that then a Commission be granted to the aforesaid Merchants, besides this present Charter, *viz.* concerning those Goods which are to be conveyed between Merchants and Merchants, according to the Merchants Law.

Item, We ordain and appoint, and our Will and Pleasure is, for Us and our Heirs, That this Ordinance and Statute be firmly kept for ever, notwithstanding any Liberty whatsoever which We or our Heirs for the future shall grant; the said Merchants ought not to lose their above-written Liberties, or any of them: And for, and in consideration of their obtaining the said Liberties and free Usages, and our Prises to be remitted to them: All and singular the said Merchants for themselves, and all others on their Part, have heartily and unanimously granted to Us, that for every Hoghead of Wine which they shall bring in, or cause to be brought in within our Kingdom or Dominion thereof; and from whence they are obliged to pay Freight to the Mariners, to pay to Us and to our Heirs, by the Name of Custom, two Shillings over and above the ancient Customs due, accustomed to be paid in Pence within forty days after the said Wines are put on shore out of the Ships.

Item, For every Sack of Wooll, which the said Merchants, or others in their Names, do buy, and out of this Kingdom transport, or buy to transport, shall pay forty Pence over and above the ancient Custom of half a Mark, which formerly was paid. And for a Last of Hides carried out of this our Kingdom and Dominion thereof to be sold, half a Mark over and above that which according to ancient Custom was formerly paid; and likewise for three hundred Woolfels to be carried out of this Kingdom, forty Pence, besides that certain Sum which according to ancient Custom was formerly given.

Item, Two Shillings for every Scarlet and Cloth died in Grain.

Item, Eighteen Pence for every Cloth, in which part of a Grain Colour is intermixed.

Item, Twelve Pence for every other Cloth without Grain.

Item, Twelve Pence for every Quintal of Wax.

And whereas some of the said Merchants deal in other Commodities, as Goods weighed with *Averdupois* Weights, and in other fine Goods, as Cloth of *Tarsen*, of Silk, of Cindalis, of Hair, and divers other Merchandizes, in Horses also, and other Animals; Corn, and other Wares and Merchandizes of different sorts, which cannot easily be put to a certain Rate of Custom; The said Merchants have consented to give Us and our Heirs for ever, twenty Shillings Estimation and Value of those Wares and Merchandizes, by whatsoever Name they be called, three Pence in the Pound, upon the entrance of their Wares and Merchandizes into our Kingdom and Dominion aforesaid, within twenty days after such Wares and Merchandizes shall be brought into our Kingdom and Dominion aforesaid, and there shall be unladen, or sold. And likewise three Pence for every twenty Shillings, at the Exporting of what kind soever of Wares or Merchandizes brought into our Kingdom and Dominion aforesaid, besides the ancient Customs formerly given to Us, or to Others. And over and above the

Vide in the
pages

1912-13

1871.

of the 2nd

Sir John Davis, in the case of Customs.

vide the Stat.
12 Car. 2 of
Tunnage and
Poundage.

NEW YORK

forts

sort of Wines, the Stranger is also to pay to the use of the Town of *Southampton* for every Butt or Pipe, ten Shillings.

Vide in tit
Priage.

Aliens are likewise to pay the ancient Duty of Butlerage, which is 2 s. per Tun.

Rule, That all such Wines as shall be landed in any of the Out-Ports, and Custom paid, and afterwards brought to the Port of *London* by Certificate, shall pay so much more Custom as they paid short of the Duty due in the Port of *London*.

Directions in
Tunnage.

For every Tun of Beer to be Exported in Shipping, *English* built, in Money, must be paid two Shillings: And for every Tun of Beer Exported in any other Shipping, in Money, six Shillings.

Directions in
Poundage.

If there shall happen to be brought or carry'd out of this Realm, any Goods liable to the Payment of Custom and Subsidy, which are omitted in the Book of Rates, or are not now used to be brought in or carried out, or by reason of the great diversity of the value of some Goods cou'd not be rated. That in such Case, every Customer or Collector for the time being, shall and may levy the said Custom and Subsidy of Poundage according to the value and price of such Goods to be affirmed upon the Oath of the Merchant, in the Presence of the Customer, Collector, Comptroller and Surveyor, or any two of them.

Directions for
the Payment
of the Subsidy
upon Woollen
Cloaths or old
Drapery.

Every *Englishman* shall pay for every short Cloth, containing in length, not above 28 Yards, and in weight, not above 64 l. white or colour'd by him, to be shipped and carried out of this Kingdom, three Shillings and four pence, being after the rate of two farthings and half farthing the Pound Weight,

And so after that rate for all other sorts of Cloths of greater length and weight, allowing not above twenty eight Yards, and sixty four Pound to a short Cloth; that is to say, for every Pound weight, over and above sixty four Pound, two Farthings and a half Farthing: And for all other sorts of lesser Cloths to be allowed a short Cloth; that is to say, every Stranger shall pay for every short Cloth containing in length not above Twenty eight Yards, and in Weight not above sixty four Pound; white or coloured by him to be shipped or carried out of this Kingdom, six Shillings and eight pence, besides the old Duty of one Shilling and two pence.

And so after the rate for all other sorts of Cloths of greater length and weight; and for all sorts of lesser Cloths be allowed to a short Cloth; that is to say, *Dorset* and *Somerset* dozens, Rudge washt, Cardinals, Pin-whites, Straits, Statutes-----Stockbridgs, Tavestock, seven of each sort shall be allowed to a short Cloth.

Taunton's, *Bridgwater's*, and *Dunstan's*, not exceeding 64 l. in weight; *Devon* Dozens containing 12 or 13 Yards, in Weight 13 l. five to be allowed to a short Cloth.

Ordinary Pennystones or forest Whites, containing between 12 or 13 yards and in weight 28 l. Shorting Pennystones, containing 13 or 14 yards, and in weight 35 l. unfried, four to be allowed to a short Cloth.

Narrow *Yorkshire* Kerfies, Whites and Reds, containing not above 17 or 18 Yards, and in Weight 22 Pound, *Hamshire* ordinary Kerfies, *Newburgh* Whites and other Kerfies of the like making, containing 24 Yards, and in Weight 28 l. Sorting, *Hamshire* Kerfies, containing 28 l. and in weight 32 l. three of them to make a short Cloth. *Northing* dozens, single sorting, Penny-

Pennystones, containing between 13 and 15 Yards, and in weight 53 Pound, frized, two of them to make a short Cloth.

And the *Northern* Dozens double, one to be accounted for a short Cloth.

All which shall go and be accounted for short Cloths, and shall pay after the Rate of short Cloth before rated; and for over-weight two Farthings and one half, the Pound.

The new sort of Cloth called the *Spanish* Cloth, otherwise Narrow List, Western Broad Cloth, not exceeding 25 Yards in length, and 13 Pound in weight, to be accounted two thirds of the short Cloth before rated.

And for every Pound-weight, exceeding 43 Pounds, two Farthings, and half a Farthing the Pound-weight.

Cloth Rashes, *alias* Cloth Serges, containing 30 Yards, weighing 40 Pound, to be accounted two thirds of the short Cloth before rated.

And for every Pound, exceeding 40 Pound-weight, two Farthings, and a half Farthing the Pound-weight.

And for any other sort of Woollen Cloath of the Old or New Drapery, and not mention'd in that Book, to pay two Farthings, and a half Farthing the Pound-weight: And for any other sort of Woollen Cloth of the Old or New Drapery, and not mentioned, is to pay two Farthings, and half a Farthing for the Subsidy of every Pound thereof.

Since which time Foreign Merchants have always been allow'd such Liberties and Privileges, as have been thought consistent with the Interest and Advancement of the Trade of the Kingdom. And so far is our present most Gracious Sovereign, from depriving them of any part of the Favour they have enjoyed under her Royal Ancestors, that even now in time of War her Majesty is pleased to allow such Merchants of the Enemy's Subjects as live peaceably under the happy Influence of her Protection, to reside in *England*.

But now to descend to a particular Account of the Commodities found in *England*, and of the Shires and Counties that produce them, I shall begin with *Cornwall*.

This Country, for the most part Mountainous, and not very Fertile, in-*of Cornwall* closes in its Bosom rich Mines of Lead and Tin, the best in the World; out of which is likewise extracted some Silver and Gold.

Upon this Coast are taken Herrings and Pilchards, and other Fish, a good Quantity of which is exported by the Inhabitants; from *Falmouth* and *St. Ives*, which are the chief Places of Trade.

The Pilchards are sold by the Hogshead, of which four make a Tun. Herrings are sold by the Barrel, of about 30 Gallons. Congerdouft by the Quintal: And several other sorts of Fish by the Dozen.

Their Weights are according to the Standard, and so is their Yard and Ell.

Their Market-Measure, for Corn, is the Bushel of 20 Gallons.

Their Measure for Salt, is the Bushel of 28 Gallons, Water-Measure.

They import a considerable Quantity of Salt, and several other Commodities, for the Consumption of their own and the adjacent Countries; in exchange for their Fish, Tin, and Lead. And as their Trade for the two last

Of the Trade of England.

last begins daily to increase, I have thought fit to insert a part of a Report made by Sir *Thomas* and Sir *Humphrey Mackworth*, and *Thomas Berton*, Esq; in the latter end of the Year 1705. by which the state of the Mines will be better known.

Those Gentlemen say, ' That in the Mines of *Caninog*, the Vein is seven Foot wide, and most of it clean Oar, and is very likely to mend up the Hill.

The Mines of *Bwlchir-Eskir-Hir*, are one Stoup, three Foot, six Inches, in clean Oar; in other Stoups, one Foot, and two Foot wide in Oar: It seems the same Veins run through the adjacent Mountain, which is called *Eskir-Fraith*, as may appear by a Tryal made in that Hill.

Cumsumlog, September the 6th, 1705.

' At *Cumsumlock* the Miners are bringing up two Levels, one is 64 Yards deep, the other is 52 Yards deep below that Level, which is in all 116 Yards deep, of which there is 52 Yards below the *Old Man*; and it is driven to the Forefield in fresh Ground, where they are sinking a Shaft: There are two Veins, the one is a Yard between the firm sides, the other is larger, and the Oar of these Mines is rich in Silver.

' At *Pencraigdy*, the Miners are raising Oar at the top of the Vein, at 14 Yards deep, and are carrying up a deeper Level, which will be under the *Old Man* 38 Yards.

' At *Bwlch Cumervin*, the Level is carried up to the Forefield, and wants 45 Yards to the *Goginian* Vein; that Level is 54 Yards deep.

' At *Brinpicca*, the Vein is a Yard, or four Foot between firm sides, and is a soft Clay Vein.

' At *Goginian*, the Miners are cleansing up the old Sough, and intend to cut through the *Twitch*, which the *Old Man* refused; which will gain a Level under the *Old Man* about 60 Yards: This Vein is about 4 Foot wide between the firm sides.

September the 7th, 1705.

' At *Yestemtean* we went down a Shaft and saw a Vein of Lead Oar divided by a Rider, which was about a Yard thick; and of either side this Rider, there was a Rib of good Oar about a Foot thick; we saw the Oar uncovered a considerable length; the Miners are working in several Stoups, and there is a fair streak of Ground before the Vein.

' At *Cumustwith*, there is an old Work called *Beltazar's* Work, which has been very large, and there is now a Rib of Oar a Foot thick, which is very hopeful; and there is another Vein in the same Mountain, which bears Oar about a Foot wide, and is wrought below the *Old Man*; this is a soft Vein, and very likely to continue and improve in wideness: The Men are raising Oar in several Shafts, and there are considerable Quantities on the Bank made merchantable.

' There is a new Work, and several hopeful Trials in that Mountain.

' At

' At *Caninog*, there are six Shafts upon the Level, which when brought up to the top of the Hill, will be 88 Yards deep, and they are raising Oar at two of them; there are about the Number of 16 Men employ'd in that Work: But as the Level is carried up to the said Shafts, and Sumps sunk down to meet that Level, whereby those Shafts will be discharged of Water, more Men may from time to time be employ'd there to good advantage; these Veins lie under a fine streak of Ground near a Mile in length: As to the Copper Vein, 'tis yet doubted whether the Lead Vein will eat it out or not, till the Level will be carried up to the top of the Hill; there is some of it lying in the Bingsteads, and a part thereof is sent for a Trial to *Neath*, and yields one in seven.

' At *Eskir Hir*, there are 32 Shafts, whereof several of them were sunk on the East and West Level, others on the Parallel Veins, to which the Level is not yet brought home, by cross Cuts, and in three of them the Men were raising Oar in the East Level Vein; and in another Shaft on the West of the Hill, there are employ'd in this Mine 70 Men, and when the Cross Cuts shall be made to the other Veins, many more may be added to them: This Mountain is 1200 Yards in length.

' In the adjacent Mountain, call'd *Eskir-Fraith*, there are two new Shafts sunk upon a Level, which is driven within 20 Yards of a Vein, which is thought to be the East Level Vein in *Eskir Hir*; in the Forehead Shaft they have raised some Oar, and 20 Yards above that Shaft is a Cross Cut; they raised good Oar at three Yards deep: This is an Indication that all the Veins in *Eskir Hir* do run through that Mountain, which has a longer streak of Ground, and deeper Level.

' At *Cumsumlog*, there are four Shafts sunk on the Level, and they are now sinking the fifth; there are 14 Men employ'd; and a deeper Level ordered to be dressed up, which with the present Level will help to make up three Forefields on these Veins in fresh Work; there is a fine streak of boggy feeding Ground on the top of the Hill, of a Mile in length.

' At *Pencraigdy* there are eight Shafts sunk on the Level, and they are raising Oar in one of them, and are come to Oar in the Forefield of the Level; there are 12 Men employ'd in this Work; and when the Level is carried farther to the North Vein, many more may be added to them: This Vein lies in good Ground about 600 Yards in length, and in all probability extends to the adjacent Mountains.

' At *Cumervin* and *Brinpicca*, when the Levels are carried farther, and several Stoups made, many Men may be employ'd in these Works.

' At *Goginian* there are two Shafts sunk by the Miners on the Level; there are 12 Men employ'd, and when they have carried the Level thro' the Twitch, they will have 60 Yards in Oar under the *Old Man*, and they will raise several Stoups or Stelches to employ many more Men to great Profit: This Vein extends in length about a Mile and half.

' The five Mines last mentioned are rich in Silver.

' At *Eftemtween*, there are ten Shafts sunk, and there are 30 Men employ'd in that Work; they are drawing Oar in four Shafts, and the Oar is bared fourscore Yards in length, in which they make more Stoups to employ more Men. The *Sun* Vein is in some places two Foot wide: Here is a large streak of feeding Ground, which from one end to the other is 1100 Yards and upwards.

' At

‘ At *Cumustwith* there were six Shafts sunk, and a fine Level driven up in a Rock to one of the Veins; there are 40 Men in these Mines, and many more may be employed there: They are raising Oar in four Shafts, and in the Level; these Veins extend in length many Miles.

‘ The new Work is very hopeful; there is lying on the Bank of that Vein quantities of Oar, and they are sinking down a Shaft on that Level.

‘ The Silver Mines are worked Night and Day at three Shifts, with as many Men as can be employ’d: The Lead Veins will employ many more Men, and some more will be set on at the next Bargains.

‘ As to the Work-Houses, there are at the Silver Mills, five smelting Furnaces, and they are now rebuilding one of the Furnaces to smelt 1800 or a Tun at a Charge, which will be very advantagious, in several respects: There is a Stamping-Mill, a Lime-Kill, and several Store-Houses, and Houses for Habitation near these Works.

‘ There is also at *Garreg*, upon the River *Dovey*, several large Buildings erected, for smelting and refining, whereof one is in length 159 Feet, and in breadth 30 Feet, and will hold 16 smelting Furnaces. The number of Furnaces made and to be made in all these Buildings, for smelting and refining, together with those at the Silver Mills, and *Tallabout* Mills is 27 Furnaces; there is also a good Key or Wharf at the River side.

Devonshire.

Devonshire is likewise indued with many good Mines of Tin. *Dartmouth* and *Plymouth* are the most consideradle Havens, as *Weymouth* is of *Dorsetshire*: Which Places being convenient Ports for all Ships sailing that way, whether Men of War or others, are much frequented by them; and exchange their Fish and other native Commodities for the foreign Goods they stand in need of.

Somersetshire.

In *Somersetshire* are situate the Town of *Bristol*, *Taunton* and *Bridewater*. The first inferiour to no City in *England*, but *London*, for Trade and Commerce, not only with all the Neighbouring and other *European* Nations, but likewise with the *American* Plantations.

That Shire produces vast quantities of Woollen Manufactures, especially Serges and Bays, of which a great part is exported directly from thence, and the rest sent up to *London*.

Their Yard, Ell and Bushel are according to the Standard of *Winchester*.

Wiltshire

Wiltshire is an Inland Country. The most considerable Place for Trade, is *Salisbury*, which produces a great quantity of Cloth.

Hamshire.

In *Hamshire*, are situate *Portsmouth* and *Southampton*. The first being the strongest Sea-Port in *England*, in which are kept all manner of Stores for the Royal Navy. In the other, are ordinarily kept the greatest part of the Prisoners of War: And the business of both is better in time of War than Peace.

Barkshire

In *Barkshire* is the Town of *Newberg*, considerable for nothing so much as Cloathing.

Surrey.

Surrey being an Inland County, drives only an Inland Trade.

The chief Port of *Suffex* is *Rhy*, which, in time of Peace drives, a tolerable sort of Trade with small Barks, with *Normandy* and *Picardy*.

In the County of *Kent*, are situate the Cinque Ports, and several fine Yards *Kent*.
and Docks, &c, for building and refitting the Queen's Ships and others.

In *Gloucestershire*, is situate the Town of *Tewksbury*, the principal business *Gloucestershire*.
of which, is making of Cloth.

Oxfordshire, tho' fruitful in Corn and Pasture, produces little for Fo- *Oxfordshire*.
reign Trade.

Buckinghamshire, *Bedfordshire* and *Hertfordshire*, are also Inland Countries; *Bucks*, &c.
which don't produce many Commodities for Exportation, and so are little
taken notice of in Trade.

The Situation of *London* makes *Middlesex*, for Trade and every other *Middlesex*.
thing the most considerable County in the Kingdom. And that being the
Great Emporium of all the Commodities Exported and Imported into *Eng-*
land; what can be said of the Trade of that City in general, is, that nothing
necessary for the Life and Delight of Man is wanting there.

In the County of *Essex*, are situate *Colchester*, *Coxal* and other Towns, pro- *Essex*.
ducing great quantities of Bays, Says, and other Wollen Manufactures.

And here is likewise situate *Harwich*, a Sea-port, from whence the Packets
set out for *Holland*.

In the County of *Suffolk*, are situate *Ipswich*, a Sea-port with a Commodi- *Suffolk*.
ous Haven. The Country produces a great quantity of Cheese and Butter;
and likewise Cloth, known by the Name of *Suffolk Cloth*.

Norwich, the Capital City of the County of *Norfolk*, is one of the largest *Norfolk*.
and most considerable of *England*, producing an Immense quantity of Woollen
Stuffs, Cloth, Stockings, and such Manufactures, which by the way of
London, are transported into *Spain*, and thence by the *Spaniards*, to *America*:
Portugal, *Italy*, *France*, *Germany*, and other Places.

Cambridgeshire, *Huntingdonshire*, *Northamptonshire*, *Rutlandshire*, *Lin-* *Cambridg-*
colnshire and *Nottinghamshire* have but little Trade, except with *London* and *shire*, &c.
some other Places of the Kingdom, for the Foreign Commodities they want
for their own Consumption.

In *Darbyshire*, are several Mines of Lead and other Minerals.

The City of *Coventry* in *Warwickshire* produces some quantity of Cloth.

Worcester, the Metropolis of *Worcestershire*, produces a great deal of Cloth.

In *Staffordshire*, there are Salt Pits and Coals.

Shrewsbury in *Shropshire*, drives a great Trade with *Wales* for Cottons and
Frizes.

Cheshire produces great quantities of excellent Cheese.

Herefordshire is famous for the best Cyder, which there abounds, and for
the *Lemster Wool*; of which above.

Yorkshire produces abundance of Woollen Manufactures and good Horses: *Yorkshire*.
In this County is situate the Castle of *Scarborough*, near which is the great
Herring-fishing; and *Hull* being a considerable Port has a good Foreign
Trade.

The County of *Richmond*, yields a good quantity of Lead and Pit-Coals, *Richmond*.
and some other things.

Durham produces a great quantity of Sea-Coal.

Manchester in *Lancashire* produces a good quantity of Linnen and Woollen *Lancashire*.
Cloth.

And so does *Kendal* in *Westmorland*.

Westmor-
Inland.

In *Cumberland* are several Mines of Brass, and some Veins of Silver; as also abundance of black Lead, and good Linnen Cloth.

Newcastle upon Tine, in the County of *Northumberland*, serves not only *London*, but many other Places with Sea-Coal; which the adjacent Country produces in such abundance, that there is no exhausting of it.

Amongst the thirteen Shires of the Principality of *Wales*, *Denbighshire* and some other Places has several Mines of Lead.

Milford Haven, one of the largest and safest in *Europe*, is situate in *Pembroke-shire*.

Wales produces these following Commodities for Traffick, viz. Wax, Honey, Herrings, Butter, Cheese, some Mines of Silver, Tin, and Lead; Coal, Mil-Stones, Free-Stone, Hides, Skins, Freezes, Bays, Cottons, and some Linnen. To which adding, the Cloths, Perpetuano's, Bays, Says, Serges, Cottons, Kerfies, Buffins, Mocado's, Grograms, Satins, Calimanca's, Velvets, Plushes, Worstedes, Fustians, Durances, Tukes, Stockings, and other Manufactures and natural Commodities of *England*; 'twill appear that no Nation in the World does more abound with necessaries of that Nature

Of the Trade of Scotland.

of Scotland. THE Commodities of *Scotland* for Foreign Traffick, are Cloths, Serges, Stockings in abundance; and divers other sorts of Woollen Manufactures.

Salmon, the best in the World, and all other sorts of Fish. Hides, Skins,

Tallow, Lead in abundance; Sea-Coal, Allom, Corn, &c.

The principal Towns for Trade, are *Edinburgh*, the Capital City of the Kingdom, situate within a Mile of *Leith*, a Port upon the *Forth*.

In the *West Country*, *Glasgow*, *Dumfries*, *Air* and *Sterling*, are the most considerable Places for Trade.

In the *North and East Country*, *Inverness*, *Elgin*, *Aberdeen*, *Montross*, *Dundee* and *St. Andrews*, are the most trading Towns. And upon the *Forth*, *Ely*, *Burnt-Island* and *Kircaldy*.

During the Last War, the Parliament of *Scotland* made several good Acts for Trade; and at last, they came to the Establishment of an *African* and *East-India* Company, which having been follow'd by their Expedition to *Darien*, which has made a great noise in the World, I have thought fit to insert the Act, by which that Company was established.

Act for a Company trading to Affrica and the Indies.

June 26. 1695.

OUR Sovereign Lord taking into his Consideration, that by an Act past in this present Parliament, entituled, *Act for encouraging of Foreign Trade*; His Majesty, for the Improvement thereof, did with Advice and Consent of the

the Estates of Parliament Statute and Declare, that Merchants, more or fewer, may contract and enter into such Societies and Companies for carrying on of Trade, as to any subject of Goods or Merchandize to whatsoever Kingdoms, Countries, or parts of the World, not being in War with His Majesty, where Trade is in (use to be) or may be followed, and particularly, beside the Kingdoms and Countries of *Europe*, to the *East* and *West-Indies* the *Streights*, and to trade in the *Mediterranean* or upon the Coast of *Africa*, or in the *Northern* Parts, or elsewhere as above: Which Societies and Companies being contracted and entred into, upon the terms, and in the usual manner, as such Companies are set up, and in use in other Parts, consistent always with the Laws of this Kingdom: His Majesty with consent aforesaid, did Allow and Approve, Giving and Granting to them, and each of them, all Powers, Rights and Priviledges, as to their Persons, Rules and Orders, that by the Laws are given to Companies, allowed to be erected for Manufactories: And His Majesty for their greater Encouragement, did promise to give to these Companies, and each of them his Letters Patent under the great Seal, confirming to them the whole foresaid Powers and Priviledges, with what other Encouragement His Majesty should judge needful, as the aforesaid Act of Parliament at more length bears. And His Majesty understanding that several Persons as well Foreigners as Natives of this Kingdom, are willing to engage themselves with great Sums of Money in an *American*, *African* and *Indian* Trade, to be exercis'd in and from this Kingdom, if inabled and encouraged thereunto by the Concessions, Powers and Priviledges needful and usual in such Cases. Therefore, and in pursuance of the foresaid Act of Parliament, His Majesty with advice and consent of the said Estates of Parliament, doth hereby make and constitute *John Lord Belhaven*, *Adam Cockburn* of *Ormistoun*, Lord Justice Clerk, *Mr. Francis Montgomery* of *Giffin*, *Sir John Maxwell* of *Pollock*, *Sir Robert Chiesly*, present Provost of *Edinburgh*, *John Swintoun* of that Ilk, *George Clark* late Baillie of *Edinburgh*, *Mr. Robert Blakewood* and *James Balfour*, Merchants in *Edinburgh*, and *John Cress*, Merchant in *Glasgow*, *William Paterson*, *James Foulis*, *David Nairn*, *Thomas Deans*, Esquires; *James Chiesly*, *James Smith*, *Thomas Coutts*, *Hugh Frazer*, *Joseph Cohen* *D'Azevedo* and *Walter Stewart*, Merchants in *London*, with such others as shall joyn within the space of twelve months after the first day of *August* next, and all others, whom the foresaid Persons, and these joyned with them or the Major part of them being assembled, shall admit and joyn into their Joint-Stock and Trade, who shall all be Repute, as if herein originally insert to be one Body Incorporate, and a free Incorporation, with perpetual Succession by the name of The Company, of *Scotland* Trading to *Africa* and the *Indies*: Providing always, Likeas, it is hereby in the first place provided, that of the Fond or capital Stock that shall be agreed to be advanced and imployed by the foresaid Undertakers and Co-partners, the half at least shall be appointed and allotted for *Scottish* men within this Kingdom, who shall enter and subscribe to the said Company, before the first day of *August*, One Thousand Six Hundred and Ninety Six Years: And if it shall happen that *Scots* men living within this Kingdom, shall not betwixt and the foresaid Term, subscribe for and make up the equal half of the said Fond or capital Stock, then and in that Case allannerly, it shall be, and is hereby allowed to *Scots* men residing abroad, or to Forreigners to come in, sub-

scribe and be assumed for the superplus of the said half, and no otherwise: Likeas, the Quota of every man's part of the said Stock whereupon he shall be capable to enter into the said Company, whether he be Native or Forreigner; shall be for the least, One Hundred *lib.* Sterl. And for the highest or greatest, Three Thousand *lib.* Sterling, and no more directly nor indirectly in any sort; with Power to the said Company to have a common Seal, and to alter and renew the same at their pleasure, with advice always of the Lyon, King at Arms; as also to plead and sue, and be sued; and to purchase, acquire, possess and enjoy Lordships, Lands, Tenements or other Estate real and personal, of whatsoever nature or quality, and to dispose upon and alienate the same, or any part thereof at their Pleasure, and that by Transfers and Assignment, made and entred in their Books and Records without any other Formality of Law, Providing always, that such Shares as are subscrib'd for, by *Scots* men within this Kingdom, shall not be alienable to any other than *Scots* men living within this Kingdom; That the foresaid Transfers and Conveyances as to Lands and other real Estate (when made of these only and a part) be perfected according to the Laws of this Kingdom anent the Conveyance of Lands and real Rights; with power likewise to the foresaid Company, by Subscriptions or otherways, as they shall think fit to raise a joint Stock or capital Fond of such a Sum or Sums of Money, and under and subject unto such Rules, Conditions and Qualifications, as by the foresaid Company, or major part of them, when assembled shall be limited and appointed to begin, carry on and support their intended Trade of Navigation, and whatever may contribute to the advancement thereof. And it is hereby declared, that the said joint-Stock or capital Fond, or any part thereof, or any Estate, real or personal, Ships, Goods, or other Effects of and belonging to the said Company, shall not be liable unto any manner of Confiscations, Seizure, Forfeiture, Attachment, Arrest or Restraint, for and by Reason of any Embargo, breach of Peace, Letters of mark or Reprisal, Declaration of War with any Forreign Prince, Potentate, or State, or upon any other Account or Pretence whatsoever; but shall only be transferable, assignable, or alienable in such way and manner, and in such parts and portions, and under such restrictions, rules and conditions, as the said Company shall by writing, in and upon their Books, Records and Registers direct and appoint, and these Transfers and Assignments only and no other shall convoy the right and property, in and to the said joint Stock and capital Fond and Effects thereof above mentioned, or any part of the same; expecting always, as is above excepted, and that the Creditors of any particular Member of the Company may by their real diligence affect the share of the Profit falling, and pertaining to the Debitor, without having any further Right or Power of the Debtors Part and Interest in the Stock or capital Fond, otherwise than is above appointed, and with this express provision, that whatever charges the Company may be put to, by the contending of any of their Members deceased, or of their Assignees, Creditors, or any other Persons in their Rights' the Company shall have retention of their charges and expenses in the first place, and the Books, Records and Registers of the said Company or Authentick Abstracts or Extracts out of the same are hereby declared to be good and sufficient for evidents in all Courts of Judicature, and elsewhere. And his Majesty with advice foresaid,

farder

farder statutes and declares, that the said *John Lord Belhaven, Adam Cockburn of Ormiston, Lord Justice Clerk, Mr. Francis Montgomery of Giffin, Sir John Maxwell of Polluck, Sir Robert Chiesly*, present Provost of *Edinburgh, John Swintoun* of that Ilk, *George Clarke* late Baillie of *Edinburgh*, *Mr. Robert Blakewood* and *James Balfour* Merchants in *Edinburgh*, and *John Cross* Merchant in *Glasgow, William Paterson, James Foulis, David Nairn, Thomas Deans* Esquires, *James Chiesly, James Smith, Thomas Coutts, Hugh Frazer, Joseph Cohen D'Azevedo* and *Walter Stewart* Merchants in *London*, and others to be joyned with, or assumed by them in manner abovemention'd, and their Successors, or major part of them assembled in the said Company, shall and may in all time coming by the plurality of Votes agree, make, constitute and ordain all such other Rules, Ordinances and Constitutions, as may be needful for the better Government, and Improvement of their joint Stock or capital Fond in all matters and things relating therunto: To which Rules, Ordinances and Constitutions all Persons belonging to the said Company as well Directors as Members thereof, Governours or other Officers, civil or military, or others whatsoever shall be subject, and hereby concluded; as also to administrate and take Oaths *de fidei*, and others requisite to the management of the foresaid Stock and Company. And the said Company is hereby impowered to Equip, Fit, set out Fraught and Navigate their own, or hired Ships, in such manner as they shall think fit, and that for the space of ten years from the Date hereof, notwithstanding of the Act of Parliament, one Thousand six Hundred and sixty one years, entitled *Act for encouraging Shipping and Navigation*, wherewith his Majesty with consent foresaid dispenses for the said time allanerly, in Favour of the said Company, and that from any of the Ports or Places of this Kingdom (or from any other parts or places in amity, or not in hostility with his Majesty in warlike or other manner to any Lands, Islands, Countries or Places in *Asia, Affrica* or *America*, and there to plant Colonies, build Cities, Towns or Forts in or upon the places, not inhabited, or in or upon any other place, by consent of the Natives and Inhabitants thereof, and not possess by any *European* Sovereign, Potentate, Prince, or State, and to provide and furnish the foresaid Places, Cities, Towns, or Forts with Magazines, Ordnance, Arms, Weapons, Ammunition, and Stores of War, and by Force of Arms to defend their Trade and Navigation, Colonies, Cities, Towns, Forts, and Plantations, and other their Effects whatsoever; as also to make Reprisals, and to seek and take Reparation of Damage done by Sea, or by Land, and to make and conclude Treaties of Peace and Commerce with the Sovereigns, Princes, Estates, Rulers, Governours, or Proprietors of the foresaid Lands, Islands, Countries, or Places in *Asia, Affrica*, or *America*, *Providing always, Likeas*, It is hereby specially provided, That all Ships employed by them shall return to this Kingdom with their Effects, under the pain of Confiscation, Forfaulture, and Seizure of the Ship and Goods, in case of breaking of Bulk before their Return, excepting the case of Necessity, for preserving the Ship, Company and Loading allanerly. And His Majesty with Consent foresaid, doth farder Statute and Ordain, that none of the Leidges of this Kingdom shall, or may Trade or Navigate to any Lands, Islands, Countries, or Places in *Asia*, or *Affrica*, in any time hereafter, or in *America*, for and

and during the space of thirty one Years, to be counted from the passing of this present Act without Licence and Permission in writing from the said Company; certifying all such as shall do in the contrair hereof, that they shall Forfault and Amit the third part of the Ship or Ships, and of the Cargo or Cargoes therein Employed, or the value thereof, the one half to His Majesty as Escheat, and the other half to the use and benefit of the said Company: For the effectual execution whereof, it shall be lawful to the said Company, or any Employed by them, to seize the said Ships and Goods in any Place of *Asia*, or *Affrica*, or at Sea, upon the Coasts of *Asia* or *Affrica*, upon the Transgression aforesaid, by force of Arms, and at their own Hand, and that without the hazard of incurring any Crime or Delinquency whatsoever on account of the said Seizure, or any thing necessarily done in Prosecution thereof, Excepting always, and without Prejudice to any of the Subjects of this Kingdom to Trade and Navigat, during the said space to any part of *America*, where the Collonies, Plantations, or Possessions of the said Company shall not be settled. And it is further hereby Enacted, That the said Company shall have the free and absolute Right and Property, only relieving and holding of His Majesty, and His Successors in Sovereignty for the only acknowledgment of their Alledgeance, and paying yearly a Hoghead of Tobacco, in name of Blench-duty, if required allanerly, in, and to all such Lands, Islands, Collonies, Cities, Towns, Forts, and Plantations, that they shall come to Establish or Possess in manner aforesaid: As also to all manner of Treasures, Wealth, Riches, Profits, Mines, Minerals, Fishings, with the whole Product and Benefit thereof, as well under as above the Ground, and as well in Rivers and Seas, as in the Lands thereto belonging, or from or by reason of the same in any sort, together with the Right of Government, and Admiralty thereof; and that the said Company may by vertue hereof, grant and delegat such Rights, Properties, Powers and Immunities, and permit and allow such sort of Trade, Commerce and Navigation into their Plantations, Collonies, Cities, Towns, or Places of their Possession, as the said Company from time to time shall judge fit and convenient, with Power to them to impose and exact such Customs, and other Duties upon and from themselves, and others Trading with, and coming to the said Plantations, Cities, Towns, Places, and Forts, and Harbours thereof, as the Company shall think needful for the maintenance and other publick uses of the same, *Holding* always, and to hold the whole Premises of His Majesty, and his Successors, Kings of *Scotland*, as Sovereigns thereof, and paying only for the same their Acknowledgment and Allegiance with a Hoghead of Tobacco yearly, in name of Blench-duty if required, for all other Duty, Service, Claim or Demand whatsoever. With Power and Liberty to the said Company, to Treat for, and to procure and purchase such Rights, Liberties, Privileges, Exemptions, and other Grants, as may be convenient for supporting, promoting and enlarging their Trade and Navigation from any Foreign Potentate or Prince whatsoever, in Amity with His Majesty; for which the general Treaties of Peace and Commerce betwixt His Majesty and such Potentates, Princes or States shall serve for sufficient Security, Warrant and Authority, and if contrair to the said Rights, Liberties, Privileges, Exemptions, Grants or Agreements, any of the said Ships, Goods, Merchandize, Persons or other Effects whatsoever, belonging

belonging to the said Company, shall be stopped, detained, embezled, or away taken, or in any sort prejudged or damanified; His Majesty promises to interpose his Authority to have Restitution, Reparation and Satisfaction made for the Damage done, and that upon the publick Charge, which His Majesty shall cause depurse, and lay out for that Effect. And farther, it is hereby Statute, that all Ships, Vessels, Merchandize, Goods, and other Effects whatsoever, belonging to the said Company, shall be free from all manner of Restraints or Prohibitions, and of all Customs, Taxes, Cesses, Supplies, or other Duties Imposed, or to be Imposed by Act of Parliament, or otherwise, for, and during the space of twenty one Years, excepting alwise the whole Duties of Tobacco and Sugar, that are not of the growth of the Plantations of the said Company. And farther it is Enacted, That the said Company by Commission under their Common Seal, or otherwise as they shall appoint, may make and constitute all and every their Directors, Governours, and Commanders in chief, and other Officers Civil or Military by Sea, or by Land; as likewise, that the said Company may Inlist, Inroll, Agree and Retain all such Persons, Subjects of this Kingdom, or others whatsoever, as shall be willing and consent to enter into their Service or Pay, providing always that they Uplift or Levy none within this Kingdom to be Soldiers, without Leave or Warrant first obtained from His Majesty, or the Lords of His Privy Council, over which Directors, Governours, Commanders in chief, or other Officers, Civil or Military, and others whatsoever in their Service and Pay, the Company shall have the Power, Command, and Disposition, both by Sea and Land. And it is farther Statute, that no Officer, Civil or Military, or other Person whatsoever within this Kingdom, shall Impress, Entertain, Stop or Detain any of the Members, Officers, Servants, or others whatsoever, of, or belonging to the said Company; and in case the said Company, their Officers or Agents shall find or understand any of their Members, Officers, Servants, or others aforesaid be impressed, Stopped, or Detained, they are hereby authorized and allowed to take hold of, and release the foresaid Person Impressed or Stopped in any part of this Kingdom, either by Land or Water; and all Magistrates and others, His Majesty's Officers, Civil or Military, and all others are hereby required in their respective Stations, to be aiding and assisting to the said Company under the pain of being lyable to all the Loss, Damage, and Detriment of the said Company, by reason of the foresaid Persons their neglect. And farther, that the said Company, whole Members, Officers, Servants, or others belonging thereto, shall be free, both in their Persons, Estates and Goods employed in the said Stock and Trade, from all manner of Taxes, Cesses, Supplies, Excises, Quartering of Soldiers Transient or Local, or Levying of Soldiers, or other Impositions whatsoever, and that for and during the space of twenty one Years. And lastly, All Persons concerned or to be concerned in this Company, are hereby declared to be free Denizens of this Kingdom, and that they with all that shall settle to inhabit, or be born in any of the foresaid Plantations, Collonies, Cities, Towns, Factories, and other Places that shall be purchast and possess by the said Company, shall be repute as Natives of this Kingdom, and have the Priviledges thereof. And generally without Prejudice of the Specialities foresaid, His Majesty

Of the Trade of Scotland.

Majesty with consent foresaid, gives and grants to the said Company, all Power, Right, Priviledges, as to their Persons, Rules, Orders, Estates, Goods and Effects whatsoever, that by the Laws are given to Companies allowed to be erected for Manufactories, or that are usually given in any other Civil Kingdom, or Common-wealth, to any Company there erected for Trade and Commerce. And for the better Establishment and greater Solemnity of this Act and Gift in favours of the said Company, His Majesty doth farther Ordain Letters Patent to be expedie hereupon, containing the whole Premises under the Great Seal of this Kingdom, for doing whereof *Per Saltum*: Thir Presents shall be sufficient Warrant both to the Director and Chancellor, or Keeper of the Great Seal, as use is in like Cases.

Extracted furth of the Records of Parliament, by

T A R B A T, *Cls. Registri.*

In consideration of the Losses and Disappointments that Company met with in their Undertaking, their Immunities and Privileges have been enlarged, by a later Act since her present Majesty's Accession to the Crown, and the time of their Freedom from Duties prolong'd. And the Parliament being sensible of the necessity of a Council of Trade, appointed seven Lords, seven Knights, and seven Burgesses, all Members of Parliament, to compose that Council; with as ample Power as ever was given to any Council of that Nature.

That Council has sedulously apply'd themselves to the Reformation of all Abuses in Commerce, and endeavour'd to establish the Reputation of the *Scotch* Traders abroad, by all possible means and ways, as may appear by the following Act, which I have inserted as an Instance of their care and concern for the publick Good; and by which it may easily be judg'd that the Trade of that Country will soon be put in a more flourishing Condition.

An

An Act of the Council of Trade, about the right Making, and Sealing of Cloths, Serges, Fingrames and Plaidings, &c.

THE Council of Trade appointed by the late Act of Parliament, for promoting and advancing Trade, and the Encouragement of all those who have erected, or shall erect Manufactories within this Kingdom, being for that end expressly impowered to take particular Information and Trial of the Condition of the said Manufactories. And to take such Measures, as the Prohibitory Laws relating to Trade, Commerce, or Manufactories, and for preventing Abuses therein, may be put to due Execution. Considering that it appears most expedient for rendering the good Laws about the Premises more effectual, that the Rules and Orders hereafter set down be duly observed, do therefore ordain and appoint, according to the Act of Parliament, 1681. That all Fingrams, Plaiden, Linnen and Woollen Drogats to be made in time to come, shall be of the Breadth of three Quarters, 1 Nail; and that all Serges shall be of the Breadth of an Ell and two Inches, and the length of the Piece to be 52 Ells, and the half Piece 26 Ells, on pain of Confiscation: And that all the said Pieces, whether Woollen, or Linnen and Wooll, be taken up in Folds, an Ell or three Quarters long, and that none of them be rolled, that thereby the Sufficiency of the whole Piece may be known, and that the same be not stretched by the rolling it, so as the Measure don't hold out, and that under the pain of Confiscation of all such Cloth otherways taken up and brought to Market. And the Council of Trade considering also, that of late there hath crept in a pernicious Practice of mixing broomed and tarred Wooll with white Wooll, very prejudicial to the Serges, Fingrams, Plaidings and Stockings that are so made, in regard the same cannot be equally died, to the great Disadvantage of the Trade of the Nation: Therefore they appoint and ordain, that the said white, broomed, tarred Wooll, shall not hereafter be wrought or mixed together, but that each Piece of the said Serges, Fingrams and Plaidings, be wrought of the one without any kind of mixture of the other, and that the Stockings be of threefold Thread at least, and free of Pirns, and without any mixture. And farther, in pursuance of the 40th Act, 1. Sess. 1. Parl. King Charles II. and for preventing of Abuses in Trade and Manufactories. The Council of Trade ordain and appoint all Societies or Companies for Manufactories, to put Seals on what woollen Cloths, Stuffs, and others is made and dress'd by them; which Seals are to bear the Names and Mark of the Manufactory, and to be recorded in the Books thereof: As also the Council of Trade do hereby ordain and appoint, that all Cloths, Stuffs, Serges, Fingrams and Plaidings made within this Kingdom, before they be exported, be brought by the Exporters to a Royal Burgh, where the said Cloths, Stuffs, Serges, Fingrams and Plaidings are in use to be sold, there to receive the publick Seal and Stamp of the Burgh, bearing the Coat of Arms of

of the Burgh upon both ends of the Piece and half Piece, which shall be a sufficient Proof of the just length and breadth, and of the Sufficiency of the said Cloths, Stuffs, Serges, Fingrams and Plaidings; for which Seal or Stamp there shall be payed eight Pennies Scots for each whole Piece, and four Pennies Scots for each half Piece to the Marker, Keeper of the said Seal. And for that Effect, that there be in each Royal Burgh where the said woollen Cloth, Stuffs, and others are in use to be sold, an honest Man well seen in the woollen Trade, appointed for keeping the said Seal for Marking, who shall be admitted to that Office by the respective Magistrates, upon his taking an Oath to be faithful, and finding sufficient Security for that Effect. And the Council of Trade ordain and appoint the foresaid Cloths, Stuffs, Serges, Fingrams and Plaidings, to be brought to one or other of Her Majesty's Custom Offices, before the same be embark'd in order to Exportation: And appoint the Collector, and in his Absence, the Surveyor of the said respective Offices, to survey all the said Cloths, &c. offered to be exported, and to see if the same be sealed, and of the breadth, length, and sufficiency, as is appointed by the foresaid Act of Parliament. And if the said Custom-House-Officers shall find the same, either not sealed, or not of the breadth, length, and sufficiency, as is appointed by the said Act of Parliament, although sealed, that they seize and secure the same, and give an Account thereof to the Council of Trade, within twenty Days after seizing and securing thereof at farthest; declaring nevertheless, that in case any of the said Custom-House-Officers shall unwarrantably seize and detain any of the said Goods, they shall be liable to make good the Damages. And the Council of Trade further considering, that great Quantities of *Indian Callico* are brought home, and worn under pretence of Linnen stamped within the Kingdom, to the great hindrance of the Consumption of the Manufactories thereof, do therefore strictly prohibit and discharge the importing and wearing of the said *Indian Callicoes*, on pain of Seizure and other Certifications, contained in the Laws made about it, excepting always the Privileges granted to the Company trading to *Africa* and the *Indies*.

And the said Council of Trade, do strictly require and command all Collectors, Surveyers and Custom-House-Officers, That they make diligent Search for, and secure all Foreign Manufacture prohibited to be Imported. And Lastly, They do hereby certify all Her Majesty's Leidges, that the Penalties contained in the Acts of Parliament, against Delinquencies in Matters of Trade and Manufacture, whereof the Execution is to them committed, shall be fully executed without any Abatement whatever. And the Council of Trade, for the better Observance, and more punctual Execution hereof, Ordains these Presents to be Printed, and Published at the Market-Cross of *Edinburgh*, and at the Market-Crosses of the Head Burghs of the several Shires, Stewartries, and Royal Burghs within this Kingdom. And appoints Her Majesties Solicitors to transmit printed Copies to the Sheriffs of the several Shires, Stewarts of Stewaries, their Deputies and Clerks, and to the Magistrates of the Royal Burghs, to be Published by them in manner foresaid, and to the Collectors and Clerks of Her Majesty's Customs at the several Ports of the Kingdom, that none may pretend Ignorance.

Of the Trade of Ireland.

WHAT may be said in General of that Kingdom, is, That their Weights, Measures, and Method of Trading are the same as in *England*. The Natural Product of the Country, is likewise much the same, but the Manufactures not having the same Vent, by reason of the Restrictions on their Exportation, are far from being improv'd to that degree.

The Trade of the other adjacent Islands, belonging to *Great Britain*, and near it, much consists in Fishing, and a few other Commodities of the Native Product of the respective Places: But in the main, entirely depending for other Things upon their Mistress Isle.

Of the Fishing upon the Coasts of Great Britain and Ireland.

THE Fishery Trade has been the Subject of many Discourses. Some have attempted the thing among us, but so, as if they had, either not duly reckon'd up the Cost, Charge, and Hazard of it, or thought they might make it their Recreation, or a meer matter of Notion and Contemplation, it has thriven with them accordingly.

The Wisdom of this Nation in Parliament has provided for it, by many good Laws, for encouraging and regulating Undertakers therein; that it might be to the Nation's advantage, and have continuance. Our Statute-Books are full of them, in the Reigns of several of our Princes, Kings and Queens: And many Proclamations have been issued, touching the same.

It has also been the care of some of our Princes, to assert and challenge their singular Interest in, and sole Right and Title to the Fishery of the *British* and *Irish* Seas; which our Neighbours have some time allowed, and paid, and do still pay our Royal Navy the respect of their Flag for; and till of late, accepted yearly Licences for their partaking with us in.

There are Presidents enough, and some of no mean Quality and Esteem for Learning and Experience, who have highly provoked the Ingenuity of such an Undertaking. Some of our Country-men, who have met with it in their Travels, and reported the fame of it. Others of our Neighbours, who have practicably and profitably applied themselves, and stirr'd up their Brethren to all diligence and heed therein, that it might be retained as a

rich Golden Mine, among themselves; and their Gains convince all Gain-sayers, that it has been so to them.

The late Right Honourable *William* Earl of *Pembroke*, Sir *William Courteen*, Sir *John Harrison*, and Sir *Paul Pindar*, in or about the Year 1633. became an Association, &c. and for their Incouragement therein, His then Majesty King *Charles* the First,

1. Caused *Lent* to be observed.
2. Prohibited Foreign Fish to be Imported.
3. Took his Naval Supplies from the then Adventurers in that Fishing Trade.

Afterwards, *viz.* In or about the Year 1654. Sir *Phineas Andrews*, &c. proceeding on the Fishery Trade, for his Incouragement it was provided.

1. That Salt spent in the Fishery Trade, was exempted from Customs and Excise.
2. Collections were Granted and made in *London* and other Places, for Building of Docks, Wharfs, Store-Houses, and Renting of Ground, for the Making, Tanning, Drying, and Mending Nets.
3. Also Exemption from Custom and Excise, of all Naval Necessaries, as Timber, Cordage, &c. used on such Occasions.

After him, *viz.* In or about the Year 1660. the said Fishery was undertaken by *Simon Smith*, Esq; for whose Incouragement was Granted,

1. All the aforementioned Advantages. And,
2. That all Commodities returned for the Produce of Fish, were allowed to to be Imported Custom free.

Upon the Restauration of his late Majesty King *Charles* the Second, by Commission under the Great Seal of *England*, bearing date the 22d day of *August*, in the 13th Year of his Reign, his said Majesty was pleased to Constitute his Royal Highness *James*, Duke of *York*, *Edward*, Earl of *Clarendon*, and other Persons of Honour and Wisdom, to be a Council of the Royal Fishery of *Great Britain* and *Ireland*; of which his said Majesty was pleased to declare,

1. That himself and his Successors would vouchsafe ever to be, and to be called Protectors of it, &c.
2. The said Council was Authorized thereby to make Laws and Statutes relating to the management of the said Affair, and Government of all their Officers, &c.
3. To Constitute and Depute Officers necessary for their Service.
4. To enjoin pecuniary Mulcts or Pains of Imprisonment, on Contemners and Violaters of the said Laws, &c. being not derogatory to the Statutes, Laws, Liberties, or Acts of Parliament.

5 Their

5. Their Fishermen, Mariners, Masters and Servants were to be free from all Pleas or Plaints in any Courts of Justice, for any thing concerning the Fishery, &c. except before the said Council or Judges, to be by them Delegated, &c.
6. Their Fishermen nor Boats, &c. (whether at Sea or in Port) were not to be Arrested or Impressed for his Majesty's Service or Affairs, without the Consent of their Owners.
7. Nor put in Assizes, Juries, Inquisitions, &c. nor made Collectors, nor compelled to be Constables or Tithing-men, against their Wills.
8. The said Council was Authorized to set up a Lottery for three Years, and to appoint a free Collection in Churches, for raising of Monies to be employed for erecting Wharfs, Docks, Store-Houses, and Granaries about the River of *Thames*, and all Ports convenient for that purpose.
9. That, for the space of seven Years, from their first entrance upon the Fishing Trade, no Customs, Inward or Outward were to be paid for the sale of Fish, either in the Baltick Seas, *Denmark*, *Norway*, or *France*.
10. That they might freely vend their Fish in Foreign Parts, and make Returns thereof in the Commodities of the Place, without Interruption, by vertue of any Power or Chater whatsoever to the contrary.
11. That all Victuallers, Inns, Ale-houses, Taverns, Coffee-houses, and the like, should take One, Two, Three, Four, or more Barrels of Herrings yearly, at the price of Thirty Shillings per Barrel, until Foreign vent should be attained to Perfection, according as the said Council should order the same.
12. That all Barrels of Pickled Herrings and Cod-fish that should be brought into *England* by the *Flemmings* or others, should pay Two Shillings Six pence per Barrel to the Stock of that Place or Port, where they shall vend the same.
13. That in case of breach of Peace with any Foreign Nation, His Majesty did Promise and Grant, the said Fishery should be protected in their Fishing-grounds; and should have Convoys for their Exportation of Fish.
14. That all other Privileges and Immunities should be Granted unto them, in future, as Experience should discover, for the better carrying on of this business of the Royal Fishing, &c. But, according to the Proverb, *They had other Fish to Fry*.

All which notwithstanding, and that an Affair of such a National concern might be the better promoted; and at, and upon the Advice and Request of the said Council, for Incorporating a Company; in order thereunto his said late Majesty King *Charles the Second*, was pleased, by his Letters Patents under the Great Seal of *England*, bearing date the 25th day of *September*, in the 29th year of his Reign, (*viz.* about Sixteen Years after, during which time little or nothing had been done) to Constitute his said Royal Highness, *James Duke of York*, *Thomas Earl of Danby*, (now Duke of *Leeds*) and several other Persons of Honour, and others therein named: And such others as therein after from time to time should be admitted into their Company and Society, to be Traders and Adventurers with them; to be one Body Politick and Corporate, in Deed and Name, by the Name of *The Company of the Royal Fishery of England*, to have perpetual Succession, &c. Thereby also giving.

Of the Fishing upon the Coasts

giving and granting unto the said Company and their Successors, divers beneficial Clauses, Grants, Powers, Priviledges and Immunities, in order to the better Government of the said Company, and Management of their Affairs; an Abstract whereof here followeth, viz.

1. To purchase Lands, Tenements, and Hereditaments; and to dispose thereof, to the value of one Thousand Pounds per Annum.
2. To have and use a Common Seal, in and for all Causes and Businesses of the said Company,
3. To assemble and meet together, for carrying on their Affairs. And particularly,
4. To Elect and Appoint a Governour, Sub-Governour, or Deputy-Governour, and twelve Committees yearly, for a Court of Assistants; who (or any three or more of them, whereof the Governour, Sub-Governour, or Deputy-Governour, to be always One) are hereby authoriz'd to act in all things according to such Rules, Orders and Directions, as should from time to time be made and given unto them, by the General Court: And for want of such Orders, Rules and Directions, to Manage, Govern, Direct, and Do, what they should judge necessary and expedient, to the well Ordering and Government of the said Company, and the Improvement of their Joint Stock and Trade, to all intents and purposes, as if the same were done at, and by a General Court of the said Company.
5. That the said Court of Assistants, or any seven or more of them, as aforesaid, as often as they shall find occasion, may summon a General Court.
6. That no Assembly or Meeting of the said Company shall be deemed a General Court, unless the Governour, Sub-Governour, or Deputy-Governour, six of the said Committees, and five other Members of the Company, at least, be present.
7. That such General Court may admit other Persons to be Members, and may Increase, Contract, or Divide their Joint-Stock, as they shall think fit: And the Members thereof may Grant, Transfer, and Assign their respective Stocks, as is therein mentioned.
8. That such General Court may Ordain and Establish such Laws, Ordinances, Orders, and Constitutions, as to them shall seem convenient, for the Government of the Company and their Affairs: And may Impose and set Mulects and Amerciaments upon the Breakers of such Laws: Or may Remit, Pardon, or Release the same, upon the Parties Submission. And, upon Conviction of any Misdemeanour, may remove Offenders, and choose others.
9. That they may Fish in and upon all the Coasts, Creeks, In-lets, Estuaries, Rivers, Lakes; and Arms of the Sea, belonging to His Majesty's Kingdoms of *England*, *Scotland*, and *Ireland*, or any of them; or any other His Majesty's Dominions, whereof the Fishings are not already Granted, Appropriated, or Belonging to some particular or private Person or Persons, Bodies Politick or Corporate. And likewise in and upon the Main Sea, or part thereof. And have free and full Liberty to carry and transport their Fish, and Oyl made of Fish, to all Ports, Places and Markets, both in *England* and beyond the Seas; and to sell the same for ready Monies or Commodities.

That

That they may erect Store-houses, Granaries, Ware-houses, Work-houses: And may Build and make Wharfs and Docks in and upon any of His Majesty's Wastes, Commons, or Wastes, Commons, or Wast-grounds adjoining unto, or upon any Publick Rivers or Seas, within any His Majesty's Dominions, without paying or rendering any Rent or Duty to His Majesty for the same.

11. That neither their Masters, Skippers, Steers-Men, Ship's-Crews, Mariners, Fishermen, nor others employed by the Company in their Fishings, whether Foreigners or Natives, shall be Impannel'd, Sworn or compelled to serve on any Juries or Inquests at *Westminster*, the Assizes, Sessions, or elsewhere.

12. They have also granted unto them the Yearly Sum of twenty Pounds for each and every Dogger which they had, and which within seven years they should Build in *England*, or any other His Majesty's Dominions; the same to be paid Quarterly out of the Customs within the Port of *London*, without further Warrant or Directions from His Majesty. Also, all and singular Priviledges in the City of *London*, as fully and freely as any Company of Merchants, established by Letters Patents or Charters, do or may have, use, or enjoy.

13. That all and singular, Admiral, Vice Admirals, General, Commanders, Captains, Mayors, Sheriffs, Justices of the Peace, Custom-house Officers, and all other Officers, Ministers, Liege People and Subjects of his Majesty's whatsoever, shall be, in and by all things Aiding and Assisting to the said Company and their Successors, their Factors, Agents, and Servants, in the Execution and Enjoyment of the Premises, as well on Land as by Sea, whenever they shall be thereunto desired: As they tender His Majesty's Goodwill and Pleasure, and will answer the contrary at their Peril, &c. As in and by the said Letters Patents, Relation being thereunto had for the better certainty thereof, may more fully and at large appear.

The Company being thus Established, divers particular Members thereof advanced and paid in, as a Stock, at first, Ten Thousand, Nine Hundred and Eighty Pounds: And after that, about Sixteen Hundred Pounds more. Which was laid out in Buying, Equipping, and Setting forth several Fishing Vessels, &c. and employing of them in prosecuting the said Fishery Affairs. But that Undertaking was rendered ineffectual, and their said small Stock soon exhausted and consumed, [Not by any thing arising from the nature of the thing it self (as was apparent by the Experience the said Company had, in having taken and Imported in one of their Doggers, (in a Voyage of but three Weeks) Thirty two Thousand Cods, and proportionably thereunto in several other of their Vessels; and by the Advantage ordinarily made of the like Undertaking by our Neighbours, (which shall be demonstrated by some Narrative thereof, with particular Enumeration of their ordinary Successes in what follows) But] by that ill Juncture of Affairs, wherein the *Dutch* and *Spaniards* were engaged in War with the *French*, who seized the Vessels and Goods of the Company, as *Dutch*, being some, or most of them *Dutch*-built, and Mann'd: And principally because the Stock was not sufficient to support so great an Undertaking, in case of any Misadventure.

And

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And the Company consisting then principally of the Honourable Persons Nominated and Incorporated by the Letters Patents before recited, and they having also received in, admitted, and sworn several other Persons as Members thereof; they, looking into the Affairs of the Company, and finding them to be in Debt, upon the Accounts aforesaid, and not likely to get out, but by a further Subscription and Advance of Monies, as well for clearing off the said Debts, as for promoting and carrying on the said Trade in future, Proposed the same might be done by a New Subscription of the then Members of the Company, to the value of Thirty Thousand Pounds, or Twenty Thousand Pounds at least. Which was accordingly agreed unto by the General Court, &c. Towards which, Eleven of the Members of the said Company only, (*viz.* of such of them as had been added to the Company as aforesaid) began the Advance for Paying off the Debts, and also gave Bonds of 1000 *l.* each, as was agreed on, for paying 500 *l.* apiece to the Treasurer of the Company, towards a Stock for Entering thereupon, *de Novo*, Expecting the Patentees would have done the like, which was declined. Nevertheless, several Meetings both of the Company in general, and of the Court of Assistants of the said Company, were appointed to consider how it might be done by other Persons; and to receive Proposals from any Person for that purpose, and to report the same with their Opinions, and such Articles of Agreement touching the same, as they should judge might be most for the Advantage of the Company, and Promoting the said Trade: Which, after several Meetings and Reports made of their Proceedings to the said Company at their General Court, produced a Draught of a certain Deed, Entituled, *Articles of Agreement between the Company of the Royal Fishery of England, of the one Part, and Sir Edward Abney, Knight, &c. of the other Part*; which were agreed unto, and ordered to be Ingrossed, in order to the perfecting and confirming the same, under the Seal of the said Company, which was accordingly done on the Second day of April, 1683. Which for as much as the clearing the Right and Title of the present Members of the Company, (exclusive of the said Patentees) may be of use for the obviating of any pretence of Objection, against the same: The Collector hereof hath thought it convenient to insert the Abstract thereof, under the Heads or several Sections following, *viz.*

1. There is express mention and recital of the Names of all the original Patentees, and of their being Incorporated by the said Letters Patents, for the carrying on the said Affairs, by them and their Successors for ever, &c.

2. There is, in like manner, a Recital of the Names of such of the said Patentees as were then deceased; and as had assigned and transferred their Interests to any others, and particularly to whom.

3. That upon consideration of the ill state of their Affairs, and the Debts they had contracted in the Management thereof, they did order their whole remaining Stock should be sold, for payment of their Debts, which was accordingly done, &c.

Notice is taken, (and mention made thereof, *viz.*) That the Trade and Being of the said Company might have then determined with their Stock, if some Persons therein named, upon Proposal, made for entering upon a new Undertaking and Stock, for reviving and carrying on thereof, had not assisted

ed, by raising a New Stock of 2000 *l.* which was also consumed and spent, &c.

5. That the said Company, at a General Court held the 8th of *March*, 1682. Declared it was necessary for carrying on the said Trade; that a Stock of 30000 *l.* or at least of 20000 *l.* should be raised with all convenient speed: And that all and every of the then living Members of the said Company, should at or before the 26th day of the said Month of *March*, subscribe, and firmly oblige himself in a Bond of 1000 *l.* to *John Collins*, Secretary to the said Company, to advance and pay 500 *l.* to *Richard Hawkins*, Esquire, their then Treasurer, for their Adventures in the Stock of the said Company, in time and manner therein set forth. And that every Person failing to make such Subscription, Bond and Payment, should forfeit 3 *l.* per Cent. per *men-*
sem, until he shou'd comply therewith.

6. For the Incouragement of Persons to become Adventurers in the Stock, and promote the Concern, in the room of such as should not Subscribe, &c. It was ordered, That any Five of the Court of Assistants, &c. should receive any Proposals that might be advantageous to the Company: As also, to Treat, Contract and Agree with the Proposers thereof, for their being Admitted into, and Incorporated with the said Company: And to prepare and perfect Articles of Agreement, touching such Proposals as they should judge might be Advanta-
geous to the Company; to be confirmed by some legal Instrument in writing, under the Seal of the Company.

7. Notice is taken, That Eleven Persons and no more of the then Members of the said Company had, in pursuance of the Order aforementioned, sub-
scribed to advance their said respective Shares, &c. And that the same, if brought in, would not be sufficient for carrying on the said Trade, &c.

8. It recites also, That *Sir Edward Abney*, Knight, and others joyned with him, being willing, as Members, to advance and bring in a farther Stock, &c. had made certain Proposals in pursuance of the forementioned Order of the 12th of *March*, for the Erecting and Establishing a Bank of Credit, &c. in the said Company, &c. which might have been useful to their Affair.

9. Also that the Committees appointed by the Company on the 28th of *March*, 1683. after several Debates, and Alterations made of the Proposals, had come to an Agreement with the said *Sir Edward Abney*, &c. And that they Proposed, Reported, and Offered it as their Opinion, That the said Articles of Agreement, so altered and amended, should be Ratified and Con-
firmed at a General Court of the said Company, under the Seal of the said Company; which was accordingly done the 2d of *April*, 1683, in the parti-
culars following, (among others) *viz.*

1. That the Persons whose Names are therein Recited, and such others as they should nominate (not exceeding (together with themselves) in the whole, the number of 22 Persons. And also, That the said *Sir Edward Abney*, &c. (therein also recited) and such others as shall be joyned as Gover-
nour or Masters of the Bank, not exceeding (together with themselves) the number of 23 Persons more; and no other, or greater number than 45 Per-
sons in the whole, shall be by the said Persons respectively so named, chosen, admitted or allowed to be of the Company of the Royal Fishery of *England*.

But, in case one or more of the late Members of the Company, who have not subscribed, &c. or shall not pay, &c. as aforesaid, shall at any time or times hereafter, be admitted or allowed to be or to act, or shall act as a Member or Members of the said Company, whereby the Number of the said Company shall exceed forty five Persons in the whole, that then the said Sir *Edward Abney*, &c. and such others as shall be joined unto them, as the Governours or Masters of the said Bank, or the major part of them, shall have liberty to nominate the like number of Persons, in Balance of such additional number; and that they shall be admitted into the Company to such further number.

2. The said whole Company shall be reduced, as soon as may be, to the said Number of forty five Persons, or fewer; but not under 28 Persons: And that in order thereunto, no Person or Persons, former Members of the said Company, who have failed to subscribe and secure his Proportion, shall for the future act or vote in any of the Affairs of the said Company, without the Consent of at least two third parts of the said Company.

3. That the said Company, or such Number or Committees of them, as, according to the said Letters Pattents, and these Articles of Agreement, shall be from time to time chosen, may, to all Intents and Purposes, act in all matters and things whatsoever, relating to the Fishery Trade, as if they and every of them had been by Name exprest in and by the said Letters Pattents: And that no other or further Number of Persons shall be at any time admitted to act or vote as Members of the said Company, without the Consent of at least three fourth parts of the said whole Number of the said Company and their Successors, in a General Court of the said Company, summoned for that purpose; and meeting in such manner and place as is therein after agreed, &c.

4. That the Bank of Credit and Governours or Masters thereof shall receive and be capable of all Powers, Privileges, and Securities whatsoever, which the same is or can, by Counsel learned in the Law, be made capable of receiving and taking of in or by reason of the said Corporation or Company of the Royal Fishery of *England*, and their Charter of Incorporation, without Prejudice to the Royal Fishery Trade.

5. That whatsoever shall be concluded and agreed upon by the Committees of the Company of the Royal Fishery of *England*, agreeable to the Orders and Directions of a General Court, &c. shall be binding in what concerns the Royal Fishery Trade only: And that whatsoever shall be concluded, agreed, and acted by the Governours, Masters, and Chief Managers of the Bank, or any three or more of them, shall be binding in what concerns the Affairs of the Bank. And that all shall be deemed the Acts of the Company of the Royal Fishery of *England*, and have Allowance, Grants, and Confirmations under the Seal thereof, where they shall respectively propose and desire, or order the same.

6. That before any Person be admitted to be a Member of the said Company, he shall oblige himself to Observe, Abide by, Ratify, and Confirm these present Articles of Agreement, and whatsoever shall be done in pursuance thereof, &c. As by the said Articles of Agreement, Relation being thereunto had for the better certainty thereof, may more fully and at large appear.

So then, 'tis evident thrt the present Members of the Company, consisting of the Persons particularly named and exprest in the said Articles, for carrying on and management of the Trade and Affairs of the said Royal Fishery, and such others as by them have been since taken in, and added, as Members, Traders, or Adventurers with them, are the Legal and Rightful Company of the Royal Fishery of *England*, exclusive of the said Patentees. And that their Proceedings thereupon, and all Acts, Orders, Constitutions, Laws, and Rules by them made, for the Government and Management of their Affairs; and in order to the Raising a New Stock for that purpose, are unquestionable, and without the least Pretence of Irregularity or Prejudice to any Persons formerly concerned therein.

Since when, the Prosecution of the Affairs and Trade of the said Company hath been under the Care and Management of the said Persons: Who have been endeavouring the setting up the same by New Subscriptions, designed and agreed by them to the value of Sixty Thousand Pounds, &c. But by reason of the Death of his said late Majesty King *Charles* the Second, and the Troubles ensuing, &c. The same was thought fit to be suspended for some further time.

And the Company, some Years ago (conceiving it might be seasonably undertaken) Assembled for putting their said former Design in Execution: And finding Encouragement, from the readiness of divers Persons to join therein, upon several Proposals for a Subscription, such as, in case of like Losses of some few Vessels, the said Affair might, notwithstanding, be carried on without the Discouragement of being to seek of a Stock ready: They have been ever since waiting for a fitting Season, wherein they might Humbly Address themselves to His late Majesty, and both the Honourable Houses of Parliament (without Interruption of the great Affair of providing for, and carrying on the War) for their encouraging this Undertaking. And,

In the *Interim*, that no further time might be lost in Preparations for this Undertaking (which the Parliament, by their Act past in *Anno* 13 & 14 *Car.* 2. cap. 28. have declared, The Publick Honour, Wealth, and Safety of this Reolm, as well in the maintenance of Trade and support of Navigation, as in many other Respects, doth in a High Degree depend upon the Improvement of the Fishery.) The Company did spend their time, and take much pains, and was at considerable Costs and Charges, in and about the Consultation, Consideration, and Preparation of such a Constitution, Laws, and Rules, for Management and Governing of their Affairs; and framing such Articles, Terms, or Conditions for admitting Persons into the said Company, to be Members, Traders, and Adventures with them therein, as, by discoursing others, they hoped would be sufficiently encouraging to Subscriptions, for the raising such Stock for that purpose. And, whereby His late Majesty and the Parliament might be the better satisfied, That Persons of Honour, Interest, Estates, and Publick Spirits, yea, the whole Nation might reasonably be imagined, to think themselves concerned, jointly to become engaged to carry on and stand by the same, as far as the Nature of such an Affair would admit. And,

In order thereunto, the Company thought fit to cause, as well the said Letters Patents, as the said Constitution and terms of Subscription, to be fairly Engross'd at large, in Books to be exposed for Subscriptions of a Stock of three hundred thousand Pounds, or of one hundred and fifty thousand Pounds (at least) to begin withal, payable at ten Quarterly Payments, in equal Proportions, (thereby making the Raising of it very easy: The Time and Place of these Subscriptions being seasonably advertised, in order to these Books being perused and considered by such as should think fit to resort thereto for their Information. And,

And forasmuch as all Persons (especially such as live remote) might not have the Conveniency of their perusal; and that the Affair might become National and Comprehensive of all, (which was the Design and Desire of the Company) and that none might have cause to think themselves neglected, precluded, or surprized thereby: Care was taken to give due Notice of the Constitution and Terms of Subscription, which were Printed and Published; and for the better Encouragement to all Persons who intended to be concerned in the Company, they were acquainted that the Subscribers of the first 15000 Pounds, were to be allowed 3 per Cent. discount out of their first Quarterly Payments; which was considerable: But however, had not the Effect that was expected of it; though Pains were taken to make the thing succeed; there being no Enterprize *England* could undertake, equally beneficial to that of the Fishing.

Take next the Abstract of the said Constitution, Entituled, *A Constitution, Model, or Frame and Method for Government and Managing of the Trade and Affairs of the Company of the Royal Fishery of England*: As also of some Rules and Laws necessary to be observed by the Persons concerned in the Improvement of the Stock, &c. viz.

§ 1. That the chief Government of the Company shall be in, and consist of a Governour, Sub-Governour, Deputy-Governour, and twelve Committees, (whereof four to be called Directors, and eight Masters) and also of fifteen Assistants, viz. to each of them, one. Also, eight Wardens, and five and twenty Commissioners or Agents for *Scotland* and *Ireland*, and as many more of the other Members of the Company as shall from time to time be agreed to be admitted. Who, or any fifteen or more of them, together with the Governour, Sub-Governour, Deputy-Governour, and their respective Assistants, or one of them to be present, five or more of the Committees, five or more of the Assistants, and five or more of the other Members of the Company, are to have the chief Power of making Laws, and ordering the whole Affairs of the Company, in their General Court.

§ 2. That the Court of Assistants consist of the Governour, Sub-Governour, Deputy-Governour, the twelve Committees, and their fifteen Assistants: Who, or any seven or more of them (whereof the Governour, Sub-Governour, Deputy-Governour, or their respective Assistants, or one of them to be always one. Three of the said Committees, and three of the said Assistants) are to have the chief Directing and Managing of the Af-

Affairs of the Company. And to act in all things, according to such Rules, Orders, and Directions, as shall from time to time be made and given by the said General Court: And for want of such, may do and execute all things, that they shall judge necessary and expedient, as the General Court may, &c.

§ 3. That for the more Distinct and Regular Management of the said Affairs, the said Court of Assistants are divided into four Chambers, viz.

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|----------------------------------|---|
| 1. The Fishery Chamber. | Each of which is to consist of the Governour, Sub-Governour, Deputy-Governour, and their respective Assistants, or one of them: One Director and his Assistant: Two Masters and their Assistants, and two Wardens. Who, or any three or more of them to be a Quorum, are to Act and Execute by Rules and Instruments to be given to them under the Seal of the Company, and not otherwise, in their severall and respective Chambers. |
| 2. The Stock or Store Chamber, | |
| 3. The Treasury or Cash Chamber. | |
| 4. The Accompt Chamber. | |

§ 4. That there be other eight and twenty Members of the Company, who shall be called Agents or Officers, and be employed in the said respective four Chambers, as they shall be directed by the Court of Assistants.

§ 5. That the Nomination and Election of the Governour, Sub-Governour, Deputy-Governour, and Twelve Committees, shall be in and by the General Court Yearly: (Save that, not above five of them shall be removed in any one Year, but for just Causes exprest, &c.) The eight Wardens and other Agents, Officers or Commissioners for *England, Scotland and Ireland*, to be Nominated by the Court of Assistants, or sixteen of them.

§ 6. That within twenty Days after Publication of Subscriptions of one Hundred and fifty Thousand Pounds, a General Court shall be called, for Electing a Sub-Governour or Deputy-Governour, and four Committees, by the New Subscribers: And afterwards, Elections to be made on the thirtieth day of *November* Yearly, wherein not above five Committees to be removed as aforesaid.

7. The Articles, Terms, or Conditions, touching the admitting of Persons into the Company, &c. are confirmed, as a part of the Constitution, inviolably to be observed.

§ 8. That all Subscribers who shall not be chosen for Managers, &c. shall be denominated as Traders or Adventurers: And their respective Shares, both as to Profit and Loss, Yearly stated and determined, as other the Stock, of the Company.

§ 9. That

§ 9. That no Member of the Company after the thirtieth day of *November* next, after Subscriptions are notified to be compleated, shall have any Vote in Elections, or making Laws, &c. who shall not have subscribed be otherwise entituled to five Hundred Pounds. Nor any Person be admitted a Member of the Court of Assistants, who shall not have subscribed or be otherwise entituled to one Thousand Pounds.

§ 10. One tenth Part of the clear neat Profits is sett apart for bearing the Charges of the Company, Court of Assistants, and four Chambers, &c. Also to pay Sallaries, &c. to the Managing Members, Officers, and Servants. And the Distributions and Proportions of each are hereby settled, &c. So as that there shall be no Diminution of the Joint-Stock on any Account whatsoever.

§ 11. The Acccmpts of Profit and Loss are to be yearly stated by the Officers in the Accompt Chamber; each Year to end on the tenth of *June*; the Court of assistants to Examine and Report the same to the General Court on the tenth of *September* following: Nine of them to Sign the Brief Accompt thereof; and each ones share of Profits to be divided amongst the Persons concerned.

§ In case of Loss in any one Year, the Stock is to be made good out of the next, before any Dividend or Apportionment to Managers, Officers, &c. Save that, Servant's Sallaries of Thirty Pounds *per Annum* and under may be advanced and re-imburs'd out of the next Years Profits: And in case the Profits of any first Years, shall not amount to one Hundred Pounds each share, the same shall also be made up out of the after-years Profits assigned for that purpose.

§ 13. Mentions in what cases Persons may be dismiss their Offices and Employments: And that the General Court, or Court of Assistants Judgment, shall be Final for the Determination thereof.

§ 14. Sets the Fines on such as shall absent themselves from their Attendance, when Summoned, or upon Adjournments, or for not attending so many hours as shall be agreed upon; unless in case of Corporal Illness, or License from their respective Chambers.

15. Directs the Custody of the larger Seal, Letters Patents, Deeds and Evidences of Lands Granted to the Company, to be kept under two Locks, whereof the Governour, Sub-Governour, Deputy-Governour, and Directors to have the Keys of one, and their respective Assistants of the other. Also, that the Trustees, and each Chamber, the Secretary, and their respective Commissioners or Agents for *Scotland* and *Ireland*, to have one of the lesser Seals, to be used by them respectively in the Company's Service.

§ 16. If any Differences arise between the Members of the Court of Assistants or several Chambers, relating to the Company's Affairs, they are to be deter

determined by the General Court, &c. And the refusers to submit thereunto, to be dismissed their Offices and Employments.

§. 17. The seven Trustees are named and settled; and three of the other Assistants. The other five Assistants are to be Elected by them, out of such as shall become Subscribers to the New Stock of the Company. Their After-Nominations and Succession is also agreed to be, by and among themselves, or the major part of the whole Fifteen Assistants.

§. 18. The Governour, Sub-Governour, Deputy-Governour, Committees, Assistants, and all Subscribers, before they be admitted into any Trust or Office in the Company, are to Declare their Approbation of and Acquiescing in the Constitution, and all other Constitutions, Laws, and Rules, of the Company. As is more at large therein exprest.

Here also followeth the Abstract of the forementioned Articles, Terms, or Conditions, upon which all and singular Persons, of what Quality soever within the Kingdoms of *England*, *Scotland* and *Ireland*, &c. may be admitted into the Company of the Royal Fishery of *England*, or be Traders or Adventurers with them, *viz.*

1. That whosoever shall Subscribe and Pay in any Sum or Sums of Money towards a Joint Stock for carrying on the Trade of the Company, shall be admitted into the same, and have and receive all the Benefits and Advantages thereof; subject to the Constitution, Laws, and Rules of the Company and these Articles, Terms, and Conditions, &c.

2. That the Sum designed to be at present Subscribed be three Hundred Thousand Pounds, whereof one Hundred Thousand Pounds by the surviving Patentees, their Heirs and Assigns; and the other present Members of the Company. And two Hundred Thousand Pounds more, by other Persons. The same to be paid into the Treasury of the said Company, in manner following, *viz.* The first tenth Part thereof to be paid within thirty Days from and after their respective first Payments: And the other remaining eight tenth Parts, by eight equal next successive Quarterly Payments.

3. That one tenth Part of each Sum so subscribed shall be appropriated to and for the Use and Disposal of the Trustees, and of such Persons as they shall judge have heretofore been, or may hereafter be Useful for, or in Promoting the Interest and Service of the Company, without Account. So as the same nevertheless shall be and remain in the Stock, for carrying on the Trade thereof. And the remaining nine Parts, to and for the sole Use and Benefit of the respective Subscribers, the Executors, Administrators, and Assigns.

4. That whatsoever further Sums shall, at any time hereafter, be thought, fit by the Company to be subscribed and paid in, for increasing the said Stock, shall be in like manner subject to the Payment of the like tenth Part, &c. For and towards the Re-imbursment of the Subscribers said tenth Part, of the said first three Hundred Thousand Pounds.

5. That whosoever shall subscribe and pay in his first Payment, and shall not make his second, or any after-Payments, by the respective days or times before

before limited, shall forfeit his first Payment to the Use of the Company and have Credit only for such after-Payments, as he shall make.

6. That all Shares or Sums amounting to fifty Pounds, and Assignments, thereof, shall be enter'd and Register'd: And Certificates thereof exemplified under the Seal, be given for the same, to such Person as shall desire it.

7. That no Person shall be hereafter admitted a Member of the Company, unless he shall, at the time of his Subscription, declare his approbation of and submitting to these Articles, and engage himself to observe and keep the same inviolably. And also all such Constitutions, Laws and Rules of the Company as they have, or shall make, for the Management and Regulation of the Trade, pursuant to the Letters Patents, and the present Constitution. As appears more at large therein.

As for the *English* Trade to the Plantations, something shall be said in speaking of *America*.

Of the Laws and Statutes concerning Bankrupts, and the manner of proceeding against them.

HAVING promis'd in the beginning of this Treatise, to insert something concerning Bankrupts, and the manner of prosecuting them in *England*. I have thought it convenient to do it in this place, before I go on to speak of the Trade of foreign Countries,

In considering the Laws concerning Bankrupts, the Reader may be informed not only of the method of prosecuting Bankrupts, but likewise by what Act or Deed, and what Persons can become such, within all or any of the Statutes in that Case made and provided: And I shall likewise insert several Forms of Affidavits, Petitions, Reports and other things; very necessary to be known by all Persons that have any considerable dealings in Trade.

In the first Place then, when any Person has done or suffer'd any Act of Bankrupts, and the Creditors intend to take out a Commission against him, an Affidavit must be made against him before a Master in Chancery as under.

A. B. of, &c. maketh Oath, that *R. B.* of the City of *L.* Merchant, is truly and justly indebted to this Deponent (and others his Creditors) in the sum of 100 *l.* and upwards; and that he is become a Bankrupt within the true meaning of one or some of the Statutes made against Bankrupts, as this Deponent believeth.

After which a Petition must be presented to the Lord Chancellor or Lord Keeper in the Form following.

In most humble manner shew unto your Lordship.

Y^e Our daily Orators *A. B.* of, &c. and *C. D.* of, &c. and *W. L.* of, &c. as well for themselves, as all other the Creditors of *R. D.* of the Parish of, &c. in, &c. Merchant: That whereas the said *R. D.* using and exercising the Trade of Merchandize, by way of Bargaining, Exchange, Bartering and Chevisance, seeking his Trade of living, by Buying and Selling upon good and just Causes, for Wares and Merchandize to him sold and delivered, and also for ready Money to him lent, being indebted to your Orators, and others his Creditors, in divers and several Sums of Money; amounting in the whole, to the Sum of, &c. and upwards: Of late, that is to say, about the Month of *November* last past, did become Bankrupt within the several Statutes lately made against Bankrupts, to the intent to defraud and hinder your said Orators, and all others his Creditors, of their just Debts and Duties to them due and owing, (that is to say) within the Statute, made in the Parliament begun and holden at *Westminster* the second day of *April*, in the thirteenth Year of the Reign of our late Sovereign Lady Queen *Elizabeth*, concerning Bankrupts; and within the Statute made in the Parliament begun and holden at *Westminster* aforesaid, the nineteenth day of *March*, in the first Year of our late Sovereign Lord, King *James*, of *England*, *France* and *Ireland*, and of *Scotland*, the seven and thirtieth; Entituled, *An Act for the better relief of the Creditors, against such as shall become Bankrupts*: As also within the Statute made in the Parliament, begun and holden at *Westminster* the nineteenth day of *February*, in the one and twentieth Year of the Reign of our late Sovereign Lord King *James*, of *England*, *France* and *Ireland*, and of *Scotland* the seven and fiftieth; Entituled, *An Act for the farther discription of a Bankrupt, and relief of the Creditors against such as shall become Bankrupts*; or within some or one of them. In tender Consideration whereof, may it please your Lordship, to grant unto your Orators, His Majesty's most gracious Commission, to be directed to such and so many wise honest, and discreet Persons, as to your Lordship shall seem meet; Authorizing them thereby, not only concerning the said Bankrupt, his Body, Lands, Tenements, Freehold and Customary, Goods, Debts, and other things whatsoever; but also concerning all other Persons, which by concealment, claim, or otherwise, do or shall offend touching the Premises, or any part thereof, contrary to the true intent and meaning of the same Statutes. To do and execute all and every thing and things whatsoever, as well for and towards satisfaction and payment of the said Creditors, as towards and for all other intents and purposes, according to the Ordinances and Provisions of the same Statutes.

And your Orators shall ever pray, &c.

Note, The Creditors are to name seven (at the least) Commissioners (whereof two must be Esquires for the *Quorum*) of whom the Lord Chancellor, or Lord Keeper, strikes out two; This is the usual way; but many times, in matters of great weight, there are nine or more Commissioners, and three or more of the *Quorum*.

A Discourse concerning Bankrupts, &c.

If the Petition (which is to set forth the time when he became a Bankrupt) do shew that he was a Bankrupt 1st June 18 Jac. and the Commissioners find that he became a Bankrupt 1st November following, yet it's well enough; for it sufficeth that he is a Bankrupt, and the time is not material, so it be before the Date and suing forth the Commission.

One sole Creditor shall not sue out a Commission; for it ought to be at the Suit of the Creditors; by Mr Stone 181. Q. but the daily Practice is the contrary, and so I conceive the Law to be; for it may so happen that the Creditor cannot have a satisfaction, but by a Commission: As in case the Bankrupt be Tenant in Tail of Lands and Tenements, or a Copyholder, which Estates may be sold by the Commissioners; which by no other means can the Creditor have for the satisfaction of his Debt.

The Bond to be entred in, to the Lord Chancellor, or Lord Keeper, upon suing out the Commission of Bankrupt.

*N*overint universi per presentes me I. A. de &c. teneri & firmit obligari per honorabili G. &c. Domino Cancellario, Angliæ, solvend' eidem Domino Cancellario aut suo certo Attornæ Executorib' Administrac, vel Assignac suis: Ad quam quidem soluconem bene & fidelic faciend' obligo me Heredes, Executores, & Administratores meos firmit p. presentes. Sigillo meo sigillac dac, &c.

THE Condition of this Obligation is such, That if R. B. of the City of L, Merchant, be a Bankrupt within all or any the Statutes lately made against Bankrupts, according as the above bound A. B. by his humble Petition, exhibited to the above-named Lord Chancellor of England hath alledged: Then this Obligation to be void, or else to stand in full force.

I shall add the Form of a Commission, tho' many have it out of the Office, paying the Fees.

The Commission is in this manner:

ANNE by the Grace of God, Queen of England, Scotland, France and Ireland, Defender of the Faith, &c. To our trusty and well beloved A. B. of E. in com, &c. Esq; C. D. of, &c. Esq; R. S. T. S. and L. W, Gent. Greeting. Whereas we are informed, that J. R. of K. in, &c. Merchant, using and exercising the Trade of Merchandize, by way of Bargaining, Exchanging, Bartering and Chevisance, seeking his Trade, and living by buying and selling (such a day and year) did become Bankrupt within the several Statutes made against Bankrupts, to the intent to defraud and hinder A. B. of, &c. and W. K. of, &c. and others his Creditors of their just Debts and Duties to them due and owing, we minding the due Execution, as well of the Statute touching Orders for Bankrupts, in the Parliament begun and holden at Westminster aforesaid, the second day of April, in the thirteenth Year of the Reign of our Dear Sister, Elizabeth, Queen of England, made and provided: As of the Statute made in the Parliament begun and holden at Westminster aforesaid, the 19th day of March

March, in the first year of the Reign of the late King *James* the first, of *England, France* and *Ireland*, and of *Scotland* the 27th; Entituled, *An Act for the better relief of Creditors, against such as shall become Bankrupts*. And also the Statute made in the Parliament, begun and holden at *Westminster* afore-said, the nineteenth day of *February*, in the 21st Year of the Reign of the said late King *James* the first, of *England, France* and *Ireland*, and of *Scotland* the 57th; Entituled, *An Act for the further description of a Bankrupt, and Relief of Creditors against such as shall become Bankrupts*. Upon Trusts of the Wisdoms, Fidelities, Diligence and provident Circumspection which we have conceived in you, do by these Presents, Name, Assign, Appoint, Constitute and Ordain you our special Commissioners, giving full Power and Authority unto you, four or three of you, whereof you the said *A. B.* or *C. D.* to be one, according to the same Statutes, and every or any of them, not only concerning the said Bankrupt, his Body Lands, Tenements, Freehold and Customary, Goods, Debts, and other things whatsoever; but also concerning all other Persons, which by concealment, claim or otherwise, do or shall offend touching the Premises, or any part thereof, contrary to the true intent and meaning of the same Statutes, or any of them, to do and execute all and every thing and things whatsoever, as well for and towards satisfaction and payment of the said Creditors, as towards and for all other intents and purposes, according to the Ordinances and Provision of the said Statutes: Willing and Commanding you, four or three of you, whereof you the said *A. B.* or *C. D.* to be one, to proceed to the Accomplishment and Execution of this our Commission, according to the true intent and meaning of the same Statutes, with all diligence and effect, as our special Trust is in you. Witness our selves at *Westminster* the, &c.

If after Seizure, and before Distribution, all the Commissioners but two die, or if the *Quorum* die, they cannot proceed alone; but a new Commission must be awarded, and the new Commissioners may call the old ones to an Account.

And therefore if a Commissioner of Bankrupts, be to be examin'd upon Interrogatories, touching a Fraud used by and amongst the Commissioners, touching the Bankrupt's Estate; he ought to submit to be examin'd to that point and not to demur, because he is or was a Commissioner.

The words in the Statute, 1 *Jac. c. 15* sect. 4 (For the Charges of the Commission) are to be extended to all the Charges arising by the suing of it out; and in the Execution of it also. *Hutten*, fo. 37, *Ruggle's Case*, and *Hob.* p. 287.

IN the next place I shall shew how and when one may be said to be a Bankrupt; and what it is that makes a Man become a Bankrupt.

And as to that, it is to be considered;

1. What kind of Trade, Occupation or Profession a Man must be of; or what kind of dealing he must follow, before he can be adjudged to be a Bankrupt.

2. What Acts one must do, or permit and suffer, which will make him a Bankrupt within these Statutes, or any of them.

1. What kind of Trade, Occupation or Profession a Man must be of; or what kind of dealing he must follow, before he can be adjudged to be a Bankrupt.

Stat. 13. *Eliz. c. 7* Sect. 1. If any Merchant, or other Person, using or exercising the Trade of Merchandizing, by way of bargaining, exchange, rechange, bartery, chevifance or otherwise, in gross or by retale; or seeking his or her Trade of Living, by buying and selling, and being a Subject born of this Realm, or any of the Queens Dominions, or Denizon, shall depart the Realm; or begin to keep his or her House or Houses; or otherwise to absent him or her self, or take Sanctuary, or suffer him or her self willingly to be Arrested for any Debt or other thing, not grown or due for Money delivered, Wares sold, or any other just or lawful cause, or good consideration or purposes, hath or will suffer him or her self, &c.

Stat. 1 *Jac. c. 15* Sect. 2. That all and every such Person or Persons, using or that shall use the Trade of Merchandize by way of bargaining, &c. *prout in the Stat. 13 Eliz. c. 7.*

Stat. 21. *Jac. c. 19* Sect. 2. That all and every Person and Persons using or that shall use the Trade of Merchandize, by way of bargaining, exchange, chevifance, or otherwise, in gross or by retale; or seeking his or her Living by buying and selling; or that shall use the Trade or Profession of a Scrivener, receiving other Mens Monies or Estates into his or their custody, shall be liable to be a Bankrupt.

Stat. 14. *Car. 2 c. 24* Sect. 1. 3. 4. Whereas divers Noblemen and Gentlemen, and Persons of Quality, no ways bred up to Trade, do oftentimes put in great Stocks of Money into the *East-India* and *Guiney* Company, it is declared, That no Persons, Adventures for putting in Money or Merchandize into the said Companies; or for adventuring or managing the Fishing, called the Royal Fishing Trade, shall be reputed or taken to be a Merchant or Trader within any Statutes for Bankrupts, or be liable to the same: Provided that Persons Trading or Trafficking in any other way or manner, than the said Companies or Fishing, shall be liable to the Commission of Bankrupts.

Observe, That by the Proviso in the latter end of the Statute of 21 *Jac. c. 19*, Sect. 15. that Act, and all other Acts horetofore made against Bankrupts, shall extend to Strangers born, as well Aliens as Denizens, as effectually as to the Natural born Subjects; both to make them subject to the Laws as Bankrupts, as also to make them capable of the benefit or contribution, as Creditors by those Laws.

To say, of an Alien being a Merchant, that he is a Bankrupt, and is fled beyond the Seas for Money, is actionable. *Yelv. 198, Tuerloot versus Morison, Dyer p. 2 b. pl. 8. 134.*

Notes, Cases, and Resolutions upon the Clauses of the said Statutes, relating to the Trade, Profession, or Occupation of such an one as shall be accounted a Bankrupt; and what shall be said a buying and Selling within the Statutes.

1. *Note.* **I**T is not buying or selling of Land, but of Personal things, that makes a Man a Bankrupt, *March Rep.* 37.
2. Selling alone will not make a Bankrupt, unless he also buy, 2 *Keb.* 487 Nor buying alone, 1 *Siderf.* 299.
3. One single Act, tho it let a Man into a general Dealing, will not make one a Bankrupt.
4. He that is a Bankrupt must get his living by buying and selling, or the chiefest part thereof. Except in special Cases.
5. It must be a general Trade by which his Livelyhood is got, and not particular Employments.
Such as live on their Manual Labour only, as Husband-men, Labourers, bare Handycrafts-men, &c. are not Traders within the Statutes, *Cro. Car.* 31. *Crump contra Barne.* But,
Such as buy Wares, and convert them into saleable Commodities, and so get their Livelyhood by such buying and selling, may be within the Statutes. As,
A Shoe-maker, that buys Leather and sells it in Shoes, may be a Bankrupt, *Cro. Car.* 31. *Crump and Barnet's Case.*
So of an Ironmonger that buys Rod-Iron or Bar-Iron, and causeth it to be work'd up into Wires.
So a Naylor, Lock-smith, &c. by the same reason of a Shoe-maker.
A Clothier that buys the Wool, and hath it made up into Cloth, may be a Bankrupt; so if he work it into Cloth himself, by the reason of *Crump's Case.*
A Taylor that makes Garments only, and as a Servant to his Customers shall not be a Bankrupt. But,
A Sales-man, by the reason of *Crump's Case*, may.
A Carpenter in *London* hath been adjudged a Bankrupt; but not *qua* a Working-Carpenter. Yet see the Case of *Chapman* against *Lamphire*, 3 *Modern Rep.* 155.
Mr. *Stone's* Opinion, pag. 166. that a Shoe-maker, &c. is no Bankrupt, is not Law.
An In-holder *qua* such, is not within the Statutes, and may not be a Bankrupt; by three Justices against *Berkly*: For tho he buys Provisions to be spent in his House; yet he doth not properly sell it, but utters it at such rates as he thinks reasonable Gains: And his Guests do not contract or take at certain price, but they may have it, or refuse it; and if he take excessive Rates, he is indictable: And in cases of Inkeepers, Provisions are not only respected, but Furniture of Rooms, Attendance of Servants, &c. *Cro. Car.* 548. *Crisp.* and *Plat. Jones* 437. *March Rep.* 35, 36. *mesme Case.* And likewise so late-ly

ly adjudg'd in the *King's-Bench*, in the case of *Newton contra Trigg*, the Plaintiff being an Inn-keeper, at *Blossoms-Inn* in London. 3 *Mod. Rep.* 327.

But if an Inn-keeper be a *Grazier* likewise, he may be a Bankrupt, as I conceive, 1 *Keble* 12 in *Bradworth* and *Bloodworth's* Case.

A *Vintner* or a *Brewer* may be a Bankrupt.

A Farmer who buys in Cattle and spends some, and sells others, is not a Bankrupt. *Cro. Car.* 549. *March Rep.* 35, 36. But,

A *Grazier* or *Drover* may be a Bankrupt; and whether he graze his own Land or not, alters not the case; tho Mr *Stone*, p. 165. saith, *If he hireth Grounds, and feeds the Cattle, he shall be a Bankrupt, but not if he graze upon his own Freehold.* And it hath since been adjudged to the contrary.

A *Cow-keeper* at *Islington*, was lately adjudged a Bankrupt.

An *Husbandman* is not within the Statutes, unless he be a *Drover* also: *Per Baron Denham*, 3 *Car.* at *Wilts* Assizes, yet see 3 *Mod. Rep.* 112 *Dobson* against *Thornstone*.

Any Trading, tho the Trade be never so inferiour in it self; yet if they get their living by buying and selling, and deal considerable in it, makes a Bankrupt, with other Acts of Bankruptcy.

One is not a Trader within these Statutes who hath left his Trade, but sells his Goods lying upon his Hands, for the Debts, which he hath contracted afterwards; unless that the Debts were contracted during the Trade: 1 *Ventris* 29 *Sir Rob. Cotten* against *Daintry*, *ibid.* 166. *Sir Anth. Bateman's* Case, *Cotten* against *Sir Anth. Bateman*, 2. *Keeble* 453.

If such Person Trade again, and so become Indebted, he is a Bankrupt for this; but not for the Debts between. *Sir John Harrison* and *Sir Job Harvey's* Case, cited in *Sir Anthony Bateman's* Case, 1 *Siderfin*, p. 411. 1. *Vent.* 5. So,

He shall become a Bankrupt for Debts due before he gave over Trading, and continued for new Security taken since he gave over his Trading, *Stone*, *Lect.* 7.

Discontinuance of Merchandize is not an exemption from the Statute, when the Creditors have taken new Securities.

Therefore its resolved, it is not necessary he continue his Trade by buying and selling, to the time he becomes a Bankrupt; but it sufficeth that he hath used the Trade, and during that time that he became Indebted, and for that Debt he is now become a Bankrupt. As if a Merchant leave his Trade, and go into the Country for two years, and after he absents himself from his Creditors, by reason of the Debt he owed when a Merchant. *Mich.* 20. *Jac.* B. R. *Hicroft* and *Hall's* Case. And the same was agreed for Law in *Palmer's* *Rep.* 325. in Evidence to a Jury at *Kings-Bench*, 1. *Vent.* 5.

If one for a time deal in the Trade, and after he forsakes his Trade; but leaves his Stock in the hands of another, and he hath part of the Gain, and is partaker of the Loss: If such an one after desert, and conceal himself, so if his Surety conceal him, he is a Bankrupt within the Statute, *Palmer's* *Rep.* 325. in the Case of *Hayler* and *Hale*.

Sir A.B. had the 16th part in a Coal-ship, which Coal-ships are victualled and employed by the Owners. But it appeared when *Sir A. B.* purchased the said 16th part, the Ship was indebted to him (*viz*) to Repairs, and it is their custom to repair them upon the Credit of their bottom, and this Ship had not gain-
ed

ed so much as to pay for her repairs. This makes not a Merchant Bankrupt, *Siderfin* p. 11. *Sir Anthony Bateman's Case*, 2. *Keeble* 487. pl. 30.

That *Sir A. B.* imported Goods in his own Name, is not sufficient, unless he doth issue out the Proceed so imported, as he did employ Goods taken in Prize in Re-victualing another Ship, which made one a Bankrupt, although he was a Gentleman.

A Joint Stock is not sufficient, unless some disposition of the Proceed imported, on the Joint-Stock be actually proved; as it is in *Sir John Woolstenholm's Case*, 14. *Car.* 2. c. 4. so though he be Partner of a Coal-ship, where the Freight and Ownership are not distinct, as in Ships Trading to other Parts. 2. *Keble* 487

Sir Thomas Littleton, *Mr. Papillion*, and *Mr. Child*, by contract with King *Charles* the Second, were to Victual the Fleet at 8 *d. per diem* a Head, who made an under-contract with the Pursers of the Ships (two of which, *viz.* *Mr. Gibson* and *Mr. French* were Plaintiffs) to Victual at 6 *d. per diem*; and gave a Note of 300 *l.* at 5. *d. per diem*; and before this Contract *Sir Thomas* was no Trader, as was agreed; and *per Curiam*, this Contract to Victual a Fleet, is no more than to Table with a private Man, which will never make a Trader within this Statute; which looks on general Trades by which Livelihood is gotten ordinarily, not on particular Employments; for so the King's Butler or Steward or any other Officer might be a Trader.

2 Although Provisions made for the Fleet, be by the King's direction, but applied to other purposes than was contracted, yet this is no more than a particular Command to a Man to buy Provisions for that Purpose.

3. It was resolved, that if under disguise of such contract, *Sir Thomas* Trade with other Merchants underhand or secretly; that shall be a Trading within the Statute. But the selling off a Surplusage is no more a Trading than a Gentleman's selling off the Surplusage of Hay; and he must be a Buyer and Seller too, that is within the Acts. It's not sufficient to buy alone or sell alone; and one single Act, though it let a Man into a general Dealing, will not make a Bankrupt, no more than a Commission of Excise, or a School-keeper that boards Scholars, or Stewards of the Inns of Courts, or Farmers of the Customs, *Gib. son. vers. Tomson* p. 27. *Car* 2. *R. B.* 3. *Keble* 251.

A Feme Covert Merchant may be a Bankrupt, [and so shall her Husband be; it shall be accounted his folly to suffer his Wife to Trade as such, and the Outlawry of the Husband for the Wifes Debt shall make him a Bankrupt, *Stone* 7.

By a special Provision 14. *Car.* 2. c. 14. Noblemen and Gentlemen, not bred up in Trade, that have put in Stocks into the *East-India* and *Guiney* or *Virginia* Companies, and are Adventurers for putting in of Money or Merchandize into the said Companies, or for adventuring or managing the Fishing, called, *The Royal Fishing Trade*; are not to be reputed Bankrupts. But Persons trading or trafficking in any other way or manner shall be liable to the said Commissions of Bankrupts. In the *Turky* Company every Man Trades on his own Account and Estate, and like the *Guiney* Company or *East-India* Company, *Stone* 42.

Now

Now before this Statute of 14 *Car. 2.* was made, one Sir *John Woolsteinholme* was one of the Corporation of the *East-India* Company, and a Gentleman of 3000 *l. per Annum*, and had a Stock in the Company of his own, and sat in the Committee of the said Company as a Merchant in the management of Trade, and did receive several times the Proceed of his Stock upon returns of Ships, and became indebted to divers Persons, and absconded himself. It was held, though he did not get the greatest part of his Living by buying and selling, yet his Employment in the said Committee and Trade, was such a buying and selling, as brought him within the Statutes of Bankrupts, and that the Statute was to be taken largely for the Creditor against the Bankrupt, and his taking out of his Stock and Goods, and disposing them, was a selling within the Statute of 21 *Jac. Hughes grand Abridgment*. Sir *John Woolsteinholm's* Case. But this Verdict and Judgment against Sir *John* was reversed by the said Statute of 14. *Car. 2. c. 4.* but not to avoid any sale of his Lands made by the Commissioners.

To say of a Gentleman he is a Cozener, a Bankrupt, and hath got an Occupation to deceive Men, though he used to buy and sell, yet being no Merchant; 'twas the better Opinion of the Court, that the Words were not Actionable, 3. *Modern Rep.* 112.

If a Man Trade in the *East-India* Company, and in the *African* Company or *Guiney* Company, and abscond, &c. he is not within the Proviso of this Statute, but shall be a Bankrupt. A *Virginia* Merchant is within the Statute, and so others, 2. *Keble* 487. *Pl.* 30.

According to our Law, a Man may become a Bankrupt three ways, *viz.* By absconding, or withdrawing himself; by Imprisonment; and by fraudulently conveying and making over his Estate or Effects.

In the first place, as to absconding or withdrawing; that may be four ways.

1. By departing the Realm. Mr. *Stone* in his Lecture, puts this Case. If a Man depart the Realm, and long time after his departure becomes *non solvent*. and refuses to return upon a Privy Seal; his absenting himself in such a Case brings him within the Statute of Bankrupts, p. 133. It seems otherwise; for suppose a Wealthy Merchant goes beyond Sea with a good Cargo, and states his Accounts with his Creditors, who know of his Voyage, and are pleased therewith, and he sends over several Effects to them, and they trust him in the way of Merchant-factor; and after five or seven Years space, he by Losses becomes *non solvent*, and abides beyond Sea; I conceive this is not within the Statute. For the Statute of 17. *Eliz. c. 7.* saith, that this withdrawing or absenting, &c. must be on purpose to defraud his Creditors; and this can never be construed so; and we must imagine after his *non solvency*, he must stay to get up his Effects.

2. Departing from their Dwelling-houses. It need not be a total departure; for as it is rightly put, if one that hath an House, and yet absents for fear of Arrest, for a time, and then returns, yet he is a Bankrupt. Suppose a Man hath no Dwelling House, but sojourns sometime at one Place, and sometime at another, yet if he appear not at his usual times or Places of Trade

Trade as formerly, nor can be found as formerly, this is within the words 13. *Elix. c. 7.* or otherwise absents himself. So a Lodger in a Chamber. Yet *Quere*: For if he sometimes absent himself, and at other times when he thinks himself safe from Arrests, appears publickly as upon the open Exchange, this seems to be a purging of absenting or withdrawing himself before, as it was held in the Case of *Hind* the Banker, who was sometimes denied at his House, tho' within; yet afterwards appearing upon the Exchange, 'twas held in that Case, that this appearing publickly purged such his denial or absence, 3. *Cro. 13. Pl. 6.*

3. Keeping their Houses, 20. *Jac. B. R. Taylor and Hill's Case.* It was resolved, That the keeping within his House, unless to defraud and delay Creditors, makes him not a Bankrupt. But if he conceal himself for Debt, for which he is sued, and to delay and defraud his Creditors, though but for an hour, this makes him a Bankrupt. *Palmer's Rep. 325. Haylor and Hall.* Yet it is adjudged, *Croke. Eliz. Fo. 13.* - - - If a Trader, on notice of Process issued forth against him, keeps in to secure himself from the Arrest, and after goeth forth again; and then upon like notice keeps his House, and then goeth forth again, this brings him not within the Statutes; because he useth to go at large, and he may be met with one time or other. But *Quere* of this Resolution. For if this be Law, then I do not understand the Words in 1 *Jac. c. 15* or begin to keep his or her House: And also certainly this is a keeping in to delay and hinder Creditors, 17. *Eliz. c. 7.* If the keeping in to defraud delay the Payment, he is a Bankrupt: And Serjeant *Stone* saith well, *Fo. 10. 170. 184.* If a Trader absents himself for fear of being Arrested by a Writ *de Excommunicato Cap.* Or if a Decree in *Chancery* be made against him to execute a Conveyance, and he keeps in, or withdraws himself for fear of being Attached for not performing the Decree; such withdrawing doth not make him a Bankrupt, *Stone 10. Aliter.* Perhaps if such Decree had been for payment for Money, as it was held in the Case of one *Albyn*, a *Turkey Merchant.* If a Church-warden (Trader) keeps the Church; that is either a keeping his house, or taking Sanctuary. So if a Millar keep in his Mill, that is a keeping his House.

4. Taking Sanctuary. These were privileged Places formerly, but now the King's Officers may go into any Place. If a Merchant abscond, and list himself a Dragoon in the Queen's Service, or buy a Captains place; yet a Commission may go out against him; this is no protection within the Statute. If a Trader be prest into the King's Service, I conceive it otherwise.

II. The next part of the description is, about the Bankrupts being Arrested and Imprisoned: Which is either

{ *Voluntarie & permissive, and fraudulent,*
Or,
{ *Forced, and so continuing in Prison.*

1. Voluntary and permissive, 13. *Eliz. c. 7. sect. 1.*
If any such Trader shall suffer him or herself willingly to be Arrested for any Debt, or other thing not grown, or due for Monies delivered, Wares or any other just or lawful Cause, 1. *Jac. 15. sect. 2.* Or shall willingly or frau-

fraudulently procure him or herself to be Arrested, 13. *Eliz. c. 7. sect. 1.*
 1. *Jac. c. 15. sect. 2.* If any such Trader shall yield him or herself to Prison;
 this is to be understood of voluntary and feigned Actions; as running into the
 Queen's Bench or Fleet.

Or shall suffer him or herself to be outlawed. 13. *Eliz. c. 7. sect. 1.* 1.
Jac. c. 15. sect. 2. One Outlawed in *Ireland* is not thereby a Bankrupt here;
 for that the Record is not pleadable here, *Stone 172.* Now the Reason of
 this Clause is, because by the Outlawry of the King is entituled to the Goods,
 and so seems to be a fraud to the Creditors, which the Law abhors: But if the
 Debtor reverse the Outlawry, before the Commission of Bankrupts sued out
 it seems otherwise, as Mr *Billinghamst 94.* conjectures. If it be Reversed for
 want of Proclamations, all done in mean time by the Commissioners is void.

If the Jury or Special Verdict, find a Bankrupt Outlawed, they must find
 he was Outlawed *in Fraudem Creditorum*, and to that intent, 1. *Kep. 11.*
Bradford's Case.

2. Forced Arrest or Imprisonment, and there the description is this: 1 *Jac.*
c. 15. sect. 2. If such a Trader (as aforesaid) being Arrested for Debt, shall
 after her or his Arrest lie in Prison six Months or more upon that Arrest, or
 upon any other Arrest, or Detention in Prison for Debt, and lie in Prison six
 Months upon such Arrest or Detention, shall be judged a Bankrupt, 21. *Jac.*
19. sect. 2. If any such Trader (as aforesaid) being indebted unto any Person
 or Persons in the sum of 100 *l.* or more, shall not pay or otherwise compound
 for the same within six Months next after the same shall grow due, and the
 Debtor be arrested for the same; or being arrested for Debt, shall after his or
 her Arrest lie in Prison two Months, or more upon that or any other Arrest
 or Detention in Prison for Debt; or being Arrested for the sum of 100 *l.* or
 more of just Debt or Debts, shall at any time after such Arrest, escape out of
 Prison, or procure his Enlargement by putting in Common or Hired Bail,
 shall be adjudged a Bankrupt; and in the said Cases of Arrest, or lying in Pri-
 son for such Debt or Debts, or getting out by Common or Hired Bail from
 the time of his, or her said first Arrest.

Observe this difference,

If such Trader owe 100 *l.* and upwards. and doth not pay or compound
 for the same, within six Months next after the same shall grow due, and the
 Debtor shall be Arrested for the same, he is a Bankrupt, *par 21. Jac. 19.*
 But a Clause comes after, And being Arrested for Debt, shall lie in Prison
 two Months and more; which includes as well under as above 100 *l.* So
 that if a Statute-Trader owes me 100 *l.* and doth not pay it, or compound for
 it within six Months after its due, and he be Arrested for it, this makes him a
 Bankrupt; and if he owe me 20 *l.* and shall be Arrested for it, and lie in Pri-
 son two Months, this makes him a Bankrupt, *Durus Sermo.* The Act saith,
 if he do not compound; suppose his Creditors will not, then he must of ne-
 cessity lie in Prison, (upon any other Arrest or Detention for Debt) I con-
 ceive the meaning of these words are, for Debt originally, and not for Debt
 by reason of a Fine imposed, &c. For the Statute hath respect to the Credi-
 tors, either by way of Contract, Exchanging, Buying, &c. and not Fines
 or Amerciaments, &c. which no way respect Trade, (or shall lie in Prison
 after his or her Arrest two Months or more, to that or any other Ar-
 rest

rest or Detention in Prison for Debt) on which I will put this Case. One owes 100 *l.* and is Arrested and Imprisoned, and in a Fortnights time pays it; and during that Fortnight another Action of 100 *l.* is entred against him, and he pays that in a Fortnights time after; and so another Fortnight he pays a third Action off. *Quere* if this be within the Statute lying two Months or more on that or any other Arrest. I conceive not. For by that payment he is discharged from that Debt, and so not in Prison on that Account.

But this case which Mr. *Billinghurst* puts. Suppose (saith he 96.) a Man be Arrested upon a Bond before the day of payment, as by the Custom of *London* 8 *Rep.* 126. *a.* he may, and lie in Prison two Months, &c. The *Quere* is, whether this be such an Arrest for Debt as is within the Statute. It seems doubtful. For tho it be *debitum in presenti*, and so a release of all Debts shall extend to it; yet it is not properly a Debt within the words or intent of the Statute, for that must be such a Debt for which a Cause of Action is given; and there can be no cause of Action properly, till the forfeiture, for the Obligation is guided by the condition; and the custom of *London* will not help it: For the custom is not, that he shall be Arrested for the Payment of the Money, but to find better Sureties. And the Statute only intends Detention in Prison for a just Debt really due. But I submit my reason to the Judicious Reader.

Mr- *Stone* puts a Question. If a Man remaining in Prison six Months at the Suit of the King, makes him a Bankrupt? It may be answered, if it be for a Debt, it doth; if on a Criminal matter it doth not.

The next part of the description is, 21. *Jac.* 19.

If such a Trader being indebted unto any Person or Persons, in the Sum of one hundreds Pounds or more, and shall not pay or otherwise compound for the same within six Months next after the same shall grow due, and the Debtor be Arrested for the same, or within six Months after an Original Writ sued out to recover the said Debt, and notice thereof be given unto him; or left in writing at his or their Dwelling-house, or last place of Abode. This is plain, and needs no explanation. It was resolved in the Court of *Queen's Bench*, on a Trial against Sir *Anthony Bateman* Term *Mich.* 1671. That one may become a Bankrupt, by reason of a Suit in the Exchequer altho' the Statutes speak only of Original Writs; for the Statutes shall have a beneficial construction. *Per Hales.*

The next is *per Stat.* 21. *Jac.* c. 19. sect. 2.

If such Trader (as aforesaid) being Arrested for the Sum of 100 *l.* or more of just Debt, shall at any time after such Arrest escape out of Prison, or procure his Enlargement by common or hired Bail, he shall be adjudged a Bankrupt; and in the said Cases of Arrest or lying in Prison for such Debt or Debts, or getting out by common or hired Bail, he shall be adjudged a Bankrupt from the time of his first Arrest.

Suppose one so Arrested lies in Prison three Terms, and no Declaration comes in against him, and he by course of Law is let out at Common-Bail, *Quere*, if he be within the Statute: For that is a legal Course; and the word (procure) in the Statute is taken in *malum partem*

The

A Discourse concerning Bankrupts, &c.

A. a Trader hath *B.* in Execution for Debt, and then *A.* becomes a Bankrupt, the Commissioners assign the Debt, *B.* escapes. Mr *Stone* 9. makes a *Q.* whether the Assignee may have an Action of Escape; but Mr. *Billinghurst* 127. seems clear that the Action lies, by the Statute of 1. *Jac.* c. 15. sect. 13. which I conceive to be the Law, and that an Action lies for this Escape by the Assignee.

Payment by the Bail of a Defendant being a Bankrupt after *Cap ad satisfac* awarded, the Court was moved to have the Money brought into Court for benefit of the Creditors, but not allowed. *Williams* against *Pym*, 3 Keble. 325.

The next is, per 21. *Jac.* c. 19. sect. 2.

If such Trader shall by himself, or others by his procurement, obtain any Protection or Protections, other than such Person or Persons as shall be lawfully protected by the privilege of Parliament, shall be adjudged a Bankrupt. This is plain, All Protections are within this Statute, except Parliament Protections duly obtained.

The next is, sect. 2.

Or if such Trader shall prefer or exhibit unto his Majesty, his Heirs and Successors, or unto any of the King's Courts, any Petition or Petitions, Bill or Bills against his or her Creditor or Creditors, or any of them; thereby desiring or endeavouring to compel or enforce them to accept less than their just and principal Debts; or to procure time or longer days of Payment than was given at the time of their Original contracts, shall be adjudged a Bankrupt, Stat. 21. *Jac.* c. 19. sect. 2.

But if the Debtor call his Creditors together, and they grant him License for longer time, this Act makes him not a Bankrupt; this is no fraud, nor intention to defraud.

The last part of the description is about Frauds; and that is in two Paragraphs.

1. Per Stat. 1. *Jac.* 15. sect. 2. If such Trader (as aforesaid) shall willingly or fraudently procure his or her Goods, Money or Chattels to be Attached or Sequestred, shall be adjudged a Bankrupt. But then note, That this must be of the Parties immediate procuring, and not by his meer default or lachness. For the Words of the Statute are *willingly and fraudulently*; therefore Mr *Stone* p. 172. is right in this case. A Merchant, &c. hath an impropriat Rectory; the Choir is not repaired, the Tithes are sequestred; it is no Sequestration within this Statute; for tho' this is his default in not repairing the Church, yet it is not of his immediate procuring. So in case of other Attachments out of any Court.

2. Per Stat. 1. *Jac.* 15. sect. 2. If any such Trader shall make, or cause to be made any fraudulent Grant or Conveyance of his, her or their Lands or Tenements, Goods or Chattels, to the intent, or whereby his, her or their Creditors, being Subjects born (but per 21. *Jac.* c. 19. sect. 13. it extends to all Strangers) shall or may be defeated or delayed for the recovery of their just and true Debts, shall be adjudged a Bankrupt.

But

But for the further explication of this last Paragraph about fraudulent Sales and Conveyances, I shall shew

What Sales and Conveyances, made by the Bankrupt, shall be said to be fraudulent within this Statute, and what not; I mean as to make him a Bankrupt: For as for what Conveyances shall be adjudged fraudulent in this Statute in reference to Purchases, I shall consider afterwards.

And they may be considered two ways.

1. Either such as are made long before he becomes a Bankrupt. Or,
2. Such as are made some short time before; for what is done after the time of Bankruptcy is totally void.

But first, I shall observe any one single Act of these descriptions is sufficient to make such Trader (as aforesaid) a Bankrupt. And that (as by the Preamble of the several Statutes against Bankrupts it appears) the main intent of the Statutes is to relieve Creditors against Frauds and Deceits; though in some of the fore-mentioned descriptions a delaying of Creditors is provided against, as the lying in Prison six Months, or two Months, or not paying or compounding, *per 21. Jac. &c.*, yet Fraud and Cheat lies or should lie at the bottom of all, and I understand not the distinction of a Bankrupt by Fraud, and a Bankrupt by Accident, which I find in some of our Books, as the Laws have been expounded.

Any fraudulent Conveyance within the Statute of 13. *Eliz.* & 25. *Eliz.* is within this Clause. But I shall not stand upon the explication of those two Statutes, it being a distinct Head from my present purpose; but shall come to set down some Cases, wherein Conveyances and Sales, made by the Bankrupt, have been adjudged Fraudulent, and which make him such.

If a Trader, finding himself sink in his Estate, doth make a Conveyance of all his Lands and Goods to Trustees for the payment of his real Debts, and then absents; yet this Conveyance, though it may be truly and honestly made and intended, shall not excuse him; for his very absconding makes him a Bankrupt: But if he abscond not, but declares his intention to pay his Debts, and the Trustees act accordingly, and pay as far as it will go proportionably, this Conveyance, without other Act shall not make him a Bankrupt; for here is no fraud,

Of Settlements voluntary.

R. *B. 9. Jac.* Purchased Copyhold-Lands to him and his Son for their Lives, the Remainder to the Wife in Fee, *11. Jac.* he became an Innholder; and about twelve years after, a Commission of Bankruptcy is awarded against him, and the Commissioners sell the Copyhold-Land. *R. B.* dies, his Son enters and made a Lease to the Plaintiff, the Defendant entred upon him, and he brought *Ejectione Firme*.

1. *Per*

A Discourse concerning Bankrupts, &c.

1. *Per Cur.* An Inn-holder is not a Bankrupt. 2. In this Settlement there does not appear to be fraud apparent, and none being found, the Plaintiff had Judgment,

If a Man make such a voluntary Settlement, and be indebted at that time, he shall be an Offender within this Statute of 13. *Eliz.* c. 7 sect. 12. The words in the last Proviso of that Statute are, Provided always, that this Act shall not extend to any Lands, &c. Free or Copyhold, which shall be hereafter assured by any Bankrupt before he became a Bankrupt: So always that such Assurance be made *bona fide*, and not to the use of the Bankrupt himself, or his Heirs; and that the Parties to whose use such Assurance shall be made be not at, or before the making such Assurance, privy or consenting to the fraudulent purpose of any such Bankrupt to deceive his Creditors. But if he be not indebted at the time, if he purchase for another, and give unto another; if no Fraud be found, it is not within the Statutes; or else Lands purchased forty years before might be defeated. *March Rep.* 34 *Crisp and Platt.* This Case is well reported by *Croke Car.* 548, 549, 550. this Land was given by the Father (six years before he became a Debtor) to his Son, and no Fraud found (being on a special Verdict) although there be circumstances of a Fraud by the sole taking the Profits, until he became a Bankrupt.

It is reported in Justice *Hutton*, That every deed made to defraud other Creditors (but those to whom it is made) is not sufficient to make one a Bankrupt. But if he make any deed after he begins to be a Bankrupt, that shall not bind, *per Stat.* 1 *Jac.* which makes him a Bankrupt, that makes a fraudulent deed: It must not be made long before he becomes a Bankrupt, *Hutton* 42, 43.

The Case was,

A Merchant had made a fraudulent gift of his Goods to the Defendant, but afterwards he went to Church and Exchange, and did Trade and Commerce, yet it was contained in the Indenture of the Commissioners to the Plaintiff, that he had made this fraudulent Deed, that he had traded till a day after, at which day he absented himself, and the Defendant had Judgment in *Trover* upon this Verdict, *Causa qua supra.* The Stat. 1 *Jac.* that makes him a Bankrupt that makes such a Deed of Fraud, must not be as this Case is (*viz.*) so long before he becomes a Bankrupt, *Hutton* 42. *Cartright* and *Underhil.* But I conceive the Law is contrary to this Resolution, and the Case is misreported.

Of fraudulent Deeds and Settlements, in reference to Purchases.

Of a Mans becoming twice a Bankrupt.

NOte, In the Case of *Jollyfer & Horn*, *Hill.* 1657. in *Com. B.* The Commission was sued out within five years after he became a Bankrupt, and it was confest he was a Bankrupt in 1641 but it was said he became a Bankrupt again in 1649. And *Hales* puts this difference, that if one become a Bankrupt by a transient Act, as *Suit*, &c. he may again become a Bankrupt; but

but if by a continued Act, as Imprisonment, withdrawing himself, &c. he may not become a Bankrupt again; so with this difference you may understand how it is said, once a Bankrupt and always a Bankrupt.

The Commission ought to be taken out within five years at most, after the Person is become Bankrupt.

Adjudication of the Commissioners is not a free determination whether a Man be a Bankrupt; for on an Action, the Jury must find whether he be so or no.

Commissioners bargain and sell the Lands of a Bankrupt, the Lessee of the Bargainee brought an *Ejectione firma* before the inrolment of the deed of bargain and sale, and afterwards the deed bargain and sale was inrolled, this shall not relate to maintain the Action. *Trin 31 Car 2 B. R. Rot. 789. Perry vers. Bowers.* Upon a Special Verdict, Judgment for the Defendant. *Sir Tho Jones 196. 1. Ventris 360.*

A Trader was Arrested, who put in Bail and was at large, and so continued at large for six Months upon this Bail; this shall not make him a Bankrupt, with relation to the first Arrest, within the Statute of 21 Jac. 1 c. 19. *Michl. 34 Car 2 B. R. Rot. 124 Duncomb vers. Walter*, upon a Writ of Error. *1 Ventr. 370. Raymond 479.* And it was held that this Statute shall not be expounded beyond the letter of it *Pasche 1 Jac. 2 B. R. Rot. 62 Hill contra Sish. adjournat.* Also the said Case of *Duncomb and Walter* 'twas adjudged that when an Executor had brought his Writ, and afterwards proved the Will *pendente placito*, That this Probate shall not relate to maintain the Writ, for then this will operate a wrong, and be tortious to others.

A Trader *int. Annum 1571 & Annum 1675.* being Arrested for debt, insisted upon a Protection of the King, and also being sued to the *Exigent* with notice, suffered himself to be returned outlawed and after *Anno 1677* he paid 120 l. with his Son, an Apprentice to the Defendant, who had no notice of the Bankruptcy, and afterwards *Anno 1678* a Commission of Bankruptcy issued forth, and the Commissioners assign the 120 l. to the Plaintiff who brought Trover for it, and all this matter was found specially upon the general Issue. *Quer. the Judgment. Pasch. 32. Car. 2. Com. Ba. Ryder contra Fowle.*

The King's Debt being satisfied, the Subject shall not have in Aid, *Breus prerogativum teste* before the Bankruptcy against the Assignee of the Commissioners. *Pasch. 35 Car. 2. Banco Regis Jeofferies vers. Williams.*

Special Verdict in *Assumpsit* by Assignees, Relation shall not be to the first Arrest, except upon non Payment or not compounding within six Months after the Arrest, or lying in Prison two Months, or Escape or Enlargement upon common or hired Bail, and that these Words (and in the said Cases of Arrest or lying in Prison, or getting forth by common or hired Bail, from the time of the first Arrest) are to be extended only to Arrests, upon which the Party was imprisoned for two Months, and as if it had been said (of Arrest and lying in Prison) *Mich. Jac. 2. Ba. Reg. Rot. 166. Cane & Coleman adjudge. Acc.*

Who are Creditors within the Statute, and who are not.

A Merchant enters into a Judgment, Statute or Recognisance; the Comiſſee is a Creditor, and muſt come in and contribute, or elſe he ſhall have no relief.

— An Executor becomes a Bankrupt, a Legatee ſhall be relieved as a Creditor.

Mortgagee is not a Creditor within the Statute, and not come in, for he is provided for by the Statute. So a Merchant pledgeth Goods, and becomes a Bankrupt, the Party need not come in. *Stone 181. 182.*

A Surety may come in as Creditor. *O. & B.* are Sureties for *J. S.* for the payment of Money; and had Counter-bonds from *J. S.* to ſave them harmleſs. The Money was not paid at the day. *O.* and *B.* the Sureties pay it *J. S.* after he becomes a Bankrupt, *Per Curiam.* *O.* and *B.* are Creditors within the Statutes, *Croke, Jac. 127. Osborn and Churchman. Stone 183.*

One hath a Debt not yet due, yet he ſhall be relieved with rateable reſpect of abatement for the time.

Mr. Stone 182 ſaith, One that recovers damages in Waſte or Treſpaſs, ſhall not be relieved as a Creditor; it is to be ſuppoſed *Mr. Stone* means not a compleat Recovery, *i. e.* a final Judgment. For in *Benson & Flowers Caſe Jones Rep. fol. 215 & 1. Cro. 166.* A Man recovered damages in an Action on the Caſe for Words, and became a Bankrupt, after Judgment, when it is reduced to a certainty, it may be aſſigned. By the ſame reaſon, if the Plaintiff recover damages againſt the Defendant, and hath Judgment, and the Defendant becomes a Bankrupt, the Plaintiff is a Creditor: It is a Debt due to him, and an Action of Debt lies upon the Judgment.

The Plaintiff that hath the Defendant's Body in Execution, ſhall not come in to be relieved. But if he have his Body in Execution on a Statute Merchant, *aliter, per Mr. Stone 182. Quere.*

A. is Bail for *B.* either to bring his Body, or to pay the Condemnation money. *B.* becomes a Bankrupt, and abſents, *A.* pays the Money, he may come in as Creditor.

If one truſt a Bankrupt, after he becomes a Bankrupt, knowing him to be ſo, he ſhall not be relievable as a Creditor.

The Caſe of Craven and Knight in Chancery.

A Statute extended upon a Bankrupt's Lands, before the *Liberate* filed, Lord Chancellor ordered to take like compoſition with other Creditors. *Overman verſ. Wright, Hill. 17. Jac.*

Per Stat. 21 Jac. c. 19 ſect. 9. It is Enacted, That all and every Creditor and Creditors, having ſecurity for his, or their debts, by Judgment, Statute, Recognisance, Speciality with Penalty, or without, or having no ſecurity, or having made attachment in *London*, or any other Place, by vertue of any Cuſtom there uſed, of the Goods and Chattels of any ſuch Bankrupt, whereof there is no Execution or Extent ſerved and executed upon any the Lands, Tenements, Hereditaments, Goods, Chattels, and other Eſtate of ſuch Bank-

Bankrupt, before such time as he, or she shall, or do become a Bankrupt, shall not be relieved upon any such Judgment, Statute, Recognisance, &c. for any more than a ratetable part of their just and due Debts with the other Creditors of the said Bankrupt, without respect to any such penalty, or greater sum contained in any such Judgment, Statute, Recognisance, &c. of Foreign Attachments.

Of Preference.

THE Bankrupt cannot prefer one Creditor before another, 2. Rep. 23.

The King shall be preferred before a private Person by the Statute of 21. Jac. c. 19. sect. 10. Q. this Case; but one Part shall be allotted to him by the Commissioners, according to the proportion that other Creditors have. Sir Simon Nevel's Case, Hill. 3. Car. 1. & Pasch. 1650 Pickering's Case.

It was moved in *Monck and Clayton's Case*, 3. Keb. 68. & p. 14. That Money of the Plaintiffs being a Bankrupt, and an immediate Debtor to the King by returns of Monies from the Commissioners of Excise, might not be delivered out of Court, to the Assignee of the Commissioners of Bankrupts, *Sed non allocatur*. But the Money was ruled to be delivered to the Assignee and that the King may by *Scire Fac.* recover it against them, 1. Vent. 123. *mesme Case*, otherwise reported.

If certain Creditors sue a Commission, and others within four Months or more being Creditors, come before distribution, and will join in the charge of the Commission, and all that belongs to it, and tender their parts, they shall not be refused, but have their equal parts as Creditors. But if any Distribution be made of any part of the Estate, no Creditors are to be admitted after, that come not in before, *Hobert* 287. *Hutton* 37. *Rugle's Case*. So that they may come in at any time before distribution. But the Chancery have sometimes admitted Creditors to come in after a distribution, upon particular circumstances, as if the Creditors that are excluded had any surprise upon them, or if there be not an actual distribution made, but only the Estate distributed before, sold or reduced into Money, as in the Case of one L. a Wood-monger, who becoming Bankrupt, and intituled to an equity of redemption of several Houses that he had Mortgaged; the Commissioners assigned his Equity and Estate, which the Creditors that had come into the Statute caused to be distributed, and accepted the same in part of discharge of so much of their Debts, as the same should make when sold and disposed, in exclusion of other Creditors that had not come in, of which Sir *Edmundbury Godfry* was one (amongst others) who upon their Petition to the late Lord Chancellor *Finch*, suggesting that there was no actual distribution made, were by him admitted to be let in to a distribution thereof.

A Commission of Bankrupts was taken out against *Tho. Forth*, 17. Nov. 1676. but prosecuted by Mrs *Rushworth*, the other Creditors consenting, and ordered by my Lord Chancellor, that Execution of the Commission should be forborn for a Month; but *Rushworth* did not consent nor know thereof, but herself prosecuted, and she sued *Mead* who had possessed the Estate by Assignment of the Bankrupt: And it was insisted at the Tryal, that *Forth* who

A Discourse concerning Bankrupts, &c

who was the Bankrupt was not so; and after she had a Verdict, and the four Months were out, three Weeks after the Petitions to be admitted into the distribution, and now would contribute to the Charges, and now directed to be admitted into the distribution. *Chancery Rep. 307. Pasch. 30. Ca. 2. Anonymus.*

A Merchant's Factor refuseth to come in as a Creditor, but claims Goods given to him by the Bankrupt in satisfaction of his Debt, since he became Bankrupt, he shall not have any thing in the distribution.

Every Creditor may take notice of the Commission, it being matter of Record, and so must take care to come in in time, 2. *Rep. 26. b. Cullamer's Case.* But it is a good custom now to give publick notice in the Gazettes, or filing such notice, at *Guild-Hall*, or the *Exchange*, or such publick Places.

The offer of Creditors to be joined, and before they be partakers, is not an effectual offer, without offering to be contributory to the Charges; but to offer any particular sum is not necessary. *Hutton p. 38.*

The form of an Authority to receive Contribution Money.

M*emorand'*, We whose Names are hereunto subscribed, being the major part of the Commissioners, Named and Authorised by the King's Majesty's Commission; grounded upon the several Statutes made concerning Bankrupts awarded against J. S. do hereby think fit, and order by and with the consent of the Creditors of him the said J. S. whose names are subscribed (tho' this is not necessary) that the said Creditors of J. S. who are all willing to come in and pay contribution Money towards the charges of suing forth and prosecuting the said Commission, and discovering and recovering of the Estate of the said J. S. Such Creditors that have already, or shall hereafter come into the said Commission in due time, and seek relief thereby, shall and are hereby ordered to pay the Sum of _____ in the Pound for the contribution Money, for every of their several Debts which they claim to be due and owing to them by, and from the said J. S. And we likewise further order and think fit, that the said contribution Money be paid into the Hands of A. B. of, &c. who is appointed hereby to receive the same, and to disburse the same, as he shall be by us directed, and as occasion shall be.

It wou'd be convenient that the Commissioners take Bond of the Treasurer of the Contribution-money, to disburse as he shall be by them directed, and to render a due account of all his Receipts, Payments and Disbursements.

Of Distribution.

As to the Proceedings of the Commissioners in Cases of Bankruptcy; those that are ordinarily appointed to that Employment, being commonly Men that are not ignorant of their duty, in that Station; I shall only take a transient View thereof.

The Commissioners or the major part of the Commissioners named in a Commission of Bankrupt, being met, in the first place examine upon Oath, such Witnesses as voluntarily or by Summons appear before them, as well about

about the Acts as Omissions by which the Person against whom the Commission is sued out is become Bankrupt; after which if they find just cause, they declare him a Bankrupt: But are generally very cautious as to the time that the Bankruptcy commenc'd, to prevent Actions against themselves. Nor will there Declaration be admitted as Evidence upon Tryal; and if Arrest or Imprisonment be urg'd to prove Bankruptcy, it must be by Record. And if Witnesses being duly summoned by the Commissioners, refuse to appear, or appearing, refuse to answer Interrogatories concerning Bankruptcy and Effects of the Bankrupt, they may be, by Warrent from the Commissioners, committed to the County Goal, without Bail or Mainprise, till they comply.

The next thing they do, is to issue out their Inhibition to all Persons who are indebted to the Bankrupt or who have any of his Goods in their Hands to pay or deliver the same to him or his Order: Which is done by publick Intimation in the Gazette; and then the Commissioners admit the Creditors to prove the truth and value of their Debts upon Oath.

The Bankrupt not appearing before the Commissioners upon Summons left in writing at the place of his or his Family's usual Abode at or a year before the time of his absenting, they may award five Proclamations near the said Place, on five several Market days; and he not appearing then, grant a Warrant to any Person they think fit to apprehend him; and such Persons as after such Proclamation conceal the Bankrupt may be fined or imprisoned, according to the Pleasure of the Chancellor or Lord-keeper.

By the Stat. 21. Jac. c. 19. sect. 8. It is Enacted, That in the Execution of the said Commission, it shall be lawful to, and for the said Commissioners or the greater part of them, or any other Person or Persons, Officer or Officers, by them or the greatest part of them, to be deputed and appointed by their Warrant or Warrants under their Hands and Seals, to break open their House or Houses, Chambers, Shops, Warehouses, Doors, Trunks or Chests of the said Bankrupt, were the said Bankrupt, or any of his or her Goods or Estate shall be, or reputed to be; and to seize upon, and order the Body, Goods, Chattels, ready Money, and othe Estate of such Bankrupt as by the said former Laws are limited and appointed, whether it be by Imprisonment of his or her Body, or otherwise as the said Commissioners, or the greatest part of them shall think meet.

The Commissioners may break open the House of a Bankrupt, and if the Bankrupt convey his Goods to his Neighbour's House, the Commissioners may not, but the Sheriff may break open the House, because he is asworn Officer of the King's. The Commissioners may break open the Booth of another to come to the Bankrupt's Goods, *per Mr. Barckdale, Lect. Lincolns-Inn, 1627.* But *Que-re* if the Commissioners may not now break open any House, Shop or Room where the Bankrupt or his Goods are, though they are in the House of a Stranger, *Sed Cave*, for this part of the Statute is very penal, and shall be taken strickly. And possible a Judge at a Trial may think that to be Law, which upon mature reflection appears not to be so.

After any Person is proclaimed Bankrupt, the Commissioners may summon and examine his Wife for the better discovery of the Effects; and upon her refusal to appear or to discover the truth; they may imprison her. As by the Stat. 21. Jac. c. 19. sect. 6.

By the aforefaid Stat. 21. Jac. c. 19. sect. 7. It is Enacted, That if a Bankrupt is indicted at the Assizes or General Sessions, and convicted of having fraudulently diverted or convey'd away any of his Effects, he shall stand two hours upon the Pillory, and have one of his Ears nail'd to it, and cut off.

All Persons owing or suspected to owe a Bankrupt any Money, or having or being suspected to have in their Hand any Monies or other Effects belonging to him, being summon'd before the Commissioners and refusing to come or to discover the truth, shall forfeit double the Value of the Debt, Monies or Effects concealed, and be committed to Prison till they make a full discovery.

Witnesses shall have reasonable Charges allowed them by the Commissioners at the charge of the Creditors.

An Action on the Case lies against the Sheriff for suffering one to escape, who was committed by the Commissioners appointed in a Commission of Bankrupt, because he refused to be examined.

One is not obliged to swear what effects of the Bankrupt came to his Hands before the Commission was sued out.

If a Bankrupt commit wilfull Perjury to defraud his Creditors, to the value of ten pound, or upwards, being convicted thereof in any Court of Record, he shall stand two hours in the Pillory, and have one of his Ears nailed to it, and cut off.

And if any other commit Perjury in that case, the Perjured Person shall forfeit 20 *l.* and endure half a years Imprisonment without Bail or Mainprize, and his Oath never after to be received. And if he hath no Goods or Lands of that value, then to be set in the Pillory in some Market Town, and to have both his Ears nailed, and to be disabled to be a Witness in any Court. 5. Eliz. c. 9. And by the same Statute the Procurers of Perjury are to forfeit 40 *l.* and if they have not Estate to that value, then Imprisonment for half a year, and Pillory, and to be admitted no Witness in any Court of Record.

The Forfeitures so arising to be applyed to the use of the Creditor, and if there be any Overplus, half to the King or Queen, and half to the Poor in the Hospitals in or about the place.

As for the disposition of the Estates of Bankrupts by the Commissioners, I shall consider it two ways, *viz.* of Real and of Personal Estates.

By Real is understood Lands, Tenements, Hereditaments, &c. And by Personal, Monies, Goods, Wares, Merchandizes, Bonds, Debts, &c. and all Movable Effects.

As to the disposition of the Real Estate, I don't mean to enter into a particular discussion of it; for besides, that this Work is purely designed for Merchants, who could not in those cases, with all the directions that could be given them, be able to take themselves the necessary measures in those Affairs, without the Advice of Learned Council. There are so many different Titles by which Lands and Hereditaments, &c. are held, and so many different sorts of Conveyances, &c. that there is no room here to treat of them.

The Reader may however observe in the General.

That no fraudulent Conveyance will be good against the Commission.

That Commissioners redeeming Mortgages within the time may sell the Estates Mortgaged, and that all Lands, Tenements and Hereditaments, &c. purchased or coming by descent, or otherwise to the Bankrupt, tho after the Commission, will be within the reach thereof.

As for the Personal Estate, the Commissioners may dispose generally of every thing that they shall discover to belong to the Bankrupt, tho transferr'd and assign'd in other Men's Names.

If any Person lend a Man Goods, and leave the disposition of them to him as if they were his own, to keep up his Reputation, and he afterwards becomes a Bankrupt, the said Goods shall be sold by the Commissioners.

Sale of Goods by a Bankrupt, after the Commission awarded, is void; and some hold it is so, even tho in open Market, and he unknown.

Tho the Bankrupt (before he is a Bankrupt) convey his Goods to other Men upon good consideration, yet if he keep the same, and is reputed Owner thereof, and disposeth of the same as his own, such Goods shall be sold by the Commissioners, and accordingly hath it been resolved: If one shall to the intent to support the Credit of a Bankrupt, suffer him to have his Goods in his custody, and to dispose of them; this shall be accounted the Goods of the Bankrupt, and not of the Owner, *Styles Register*, p. 48, 49.

In Debt on Bond the Defendant pleaded, that the Obligation was made to the Plaintiff, to the use of him and other Creditors of O. and that one of the others releast; it is an ill Plea, he being a Stranger, and the matter but Equity, 2. *Keb.* 33. 3. *Ward and Offly.*

R. indebted to S. and B. jointly; S. becomes a Bankrupt, and the Commissioners assign this Obligation to B. the Assignee must have the same Remedy as the Bankrupt had, 1. *Kep.* 167. *Bolston and Ratcliff, Raymond.* 6.

If J. be obliged to J. S. and he before Bankruptcy assign the Bond, this is liable to the after bankruptcy of J. S. being only suable in his Name. 2. *Keble* 331. *Blackwell and Littcott.*

One becomes indebted to a Bankrupt, and he and the Bankrupt became bound for this Money to L. in Trust for the Bankrupt; a Commission issues and this Debt is assigned, to the Creditor, and good; the Bond being to his use, *Gerard and Aylmore's Case.*

If the Bankrupt have conveyed away his Goods upon Redemption, then the Commissioners may assign some Person to render or pay the Money at the day; and after such tender or payment shall sell the same.

There is a Right in the Creditors by the Act of Bankruptcy, and thereby the Goods are bound, though the Creditors have no Action till Assignment, 2. *Keble* 33. *Baily and Bunning, Sinderfin* p. 271.

If an Obligation before the day of Payment be assigned by Commissioners of Bankrupts to a Creditor, although the Obligation after becomes forfeit, the Bankrupt shall never after take advantage by this; for all is become a Debt to the Creditor, *Sinderfin* p. 327. in the Case of *Robins and Strandard*; and this disposition made by the Commissioners saves the forfeiture of the Obligation, 2. *Keble* 202.

If

If a Bond be taken in the Name of another to the use of the Bankrupt, the Commissioners may assign that, *Noy* 142. *Calchman's* case.

In Debt the Plaintiff shews the Statute of 13. *Eilz.* and 21. *Jac.* c. 5. of Bankrupts, and shews how *E. C.* 10. *Jac.* became a Bankrupt, and then was indebted to the Plaintiff, and that in 22. *Jac.* the Defendant becomes bound to one *L.* in a certain sum, which he avers was to the use of *E. C.* aforesaid; and upon Special Pleading the Case was this. One becomes indebted to a Bankrupt, and he and the Bankrupt became bound for this Money to *L.* in trust for the Bankrupt; a Commission of Bankruptcy issues, and this Debt is assigned to the Creditor, and the Obligee dies, and the Executor releaseth the Debt, and the Creditor brought an Action of Debt. *Per Cur.* it lies: For the Interest of the Debt is transferred to the Creditor *per Stat.* 21. *Jac.* the Bond being to his use, and for this the Release is no Bar; so it makes nothing that the Bankrupt himself was bound, for the Bond was in trust for him, and Judgment accordingly, *Palmer's Reports* 505. *Gerrard* and *Aylmer*.

There is a Proviso in 1. *Jac.* c. 15. That no Debtor of the Bankrupt shall be thereby endangered for the payment of his Debt truly, and *bona fide*, to any such Bankrupt, before such time as he shall understand and know that he is become a Bankrupt.

Per Hales & Tot. Curiam, Payment by a Debtor of a Bankrupt to himself or to his Creditor before notice of the Bankruptcy, and before the Commission sued forth, is a discharge against the Commissioners or their Assignee. *Quere* of the payment after the *Teste* of the Commission, and before notice, 3. *Ceb.* 190. *Grove* and *Smith*, the same Book 231, *Prin contra Beal*.

A Debt assigned before a Commission sued out, was ruled good, in *Yardly* and *Knight's* Case.

Payment to a Bankrupt after notice is not good; but if there is no notice, or if the Party be compelled to pay the same before any Commission sued out, its a good discharge. Anciently, till Commission sued out, the Debtor ought not to repay, though he had notice of Bankruptcy, *M.* 25. *Car.* 2. *Banco Regis Prin & Beal*, 3. *Keble.* 231. and *Stover* and *Hasting's* Case, 3. *Keble* 998. Payment before a Commission sued out is good enough, *Andrews* and *Spicar's* Case, 3. *Keble* 616.

The Commissioners may assign Debts in Trust *Noy* 142. *Calchman's* Case. He that is a Bankrupt to one Creditor is a Bankrupt to all.

The Statutes are to be favourably interpreted for the Creditors.

The Commissioners may sell and prepare for distribution presently upon the execution of the Commission; but till the four Months are past, they may not proceed to distribution, *Hutton* p. 38.

Per Coke and *Winch.* 10. *Jac.* *Reeve* vers. *May*, The Commissioners may divide a Debt upon Obligation.

Distribution must be to every one of the Creditors a portion, rate and rate-like, according to the quantity of his or their Debt, 2. *Rep.* 25, 26.

Commissioners ought to make several distributions to several Creditors, and not to make a joint-Sale or Assignment to several Creditors: For if he owe to

To *A.* 20 *l.* and to *C.* 5 *l.* a joint Sale or Assignment to *A. B.* and *C.* is not according to their power given by the said Act, 13. *Eliz.* But if by the special Verdict it appears that the Debt was due to the Plaintiffs jointly, then the joynt Sale is good, 2. *Rep.* 26.

If a Bankrupt be indebted to one 20 *l.* and to another 10 *l.* and he hath a Debt due to him by Bond of 20 *l.* now the Commissioners may assign and divide this (*viz.*) to every Creditor a portion, part and part-like; and the Assignees it seems may sue severally for it, *Godb.* 195. See *Bradshaw's Case.* 2. *Cro.* 105.

Per Stat. 21. *Jac.* Judgmentees, Conisees, Attachers *per* foreign Attachment, if there be no extent sued and executed upon any the Land, &c. Goods and Chattels of the Bankrupt before the time of his Bankruptcy, shall have only a rateable part with other Creditors for their just Debts.

If any distribution be made of any part of the Estate, no Creditors are to be admitted after, as to that distribution, that come not in before, *Hob.* 287. c. 16. *Fuller* and *Lance* in *Chancery.*

Notice to Creditors of making a Dividend; upon paying Contribution Money, and proving Debts.

WE whose Names are subscribed, being the major part of the Commissioners named and authorised in the Commission of Bankrupts awarded against *A. B. &c.* the four Months since the date and suing forth of the said Commission, having been long since elapsed and expired; and the Creditors who prosecute the same, having desired that we should proceed to make a Dividend of the Estate by us already discovered and assigned, as by the Statutes we are impowered, do therefore by these Presents give fourteen days notice thereof, and that we do intend and appoint to meet for making the said Dividend, on *Friday* the first day of *September* next ensuing, by ten of the Clock in the forenoon of the same day, at the *Irish Chamber* in *Guild-hall, London;* and such Creditors who do intend to come into the said Commission for their respective Debts, are to take care to pursue the directions of the said Statutes, in paying in their Contribution-money, according to our former Order in this Affair, lest they be excluded the Dividend; and they are also at the same time and place, to come prepared to make due proof of their respective Debts; dated the 18th day of *August*, in the fifth year of, &c.

An Action of *Trover* well lieth by the Assignee of one Partner a Bankrupt, against the other, *Pasch.* 23. *Bur.* *B. R.* *Thomas* and *Day*, agreed at a Trial 2. *Keeble* 750.

If there be two Partners, and one breaks, you shall not charge the other with the whole, because it is *ex maleficio*: But if there are two Partners, and one of them die, the survivor shall be charg'd for the whole. If he be sworn before the Commissioners of Bankrupts, he is admitted no Partner, *per Twesden, Mod. Rep.* 45.

If one for a time deal in a Trade, and after he forsakes his Trade, but leaves his Stock in the Hands of another, and he hath part of the gain, and is partaker of the loss; if such a one after desert and conceal himself, he is a Bankrupt within the Statute, *Palmer's Rep.* 325. in the Case of *Haylor and Hall*.

Craven & al and *Knight*, &c. In Chancery. The Bill sets forth that the Defendant *George Widdows* being indebted to the Plaintiffs, became bound to them in several Bonds; and the said *Widdows*, and the Defendant *Berman* for several years past, were Copartners, and *Widdows* by Articles of Copartnership was entituled to two thirds of the whole Stock, and the Defendant *Bremen* to one third part; the said *Widdows* and *Bremen* 25 August last, became Bankrupts, and a Commission of Bankruptcy was awarded against them; the Commissioners of Bankrupt assigned all the Estates of the said Bankrupts to the Defendant *Knight* and others, and refuse to let the Plaintiffs, Creditors of the Bankrupts to come in, and intend to divide the said Estate amongst the Joint-Creditors of both the Bankrupts by reason whereof the Plaintiff's Debts will be utterly lost.

The Defendants insist, that it was agreed by Indenture of Copartnership, that all such Debts as should be owing on the Joint-Account should be paid out of the Stock; and at the end of the Partnership each Copartner take and receive to his own use his share of the Joint-Stock or Trade should not be charged with the private or particular Debts of either of the Partners, but that each should pay their private Debts out of their Particular Estates, not included in the Joint-Stock: That if both the said Parties should be living at the end of the first three years of the six years, that the said *Berman* should come in Joint-Partner accordingly; and during the said Joint-Trade, the Copartners became jointly indebted to the other Defendant, *Knight*, &c. 6000 L. and that *Widdows* became indebted to the Plaintiffs, as aforesaid, without the consent of *Berman*; and the Money due upon the said Bonds was not brought into the Account of the Joint-Stock; and the said *Widdows* was only a Surety, and received none of the Money; and the Defendants insisted, that the Joint-Creditors ought to be first paid out of the Estate of Partnership; and that the Commissioners have no power to grant the Joint-Estate to pay the Plaintiffs, they being separate Creditors of *Widdows*: And if a Surplus of the Joint-Estate, after the Joint-Creditors paid, then the Plaintiffs can have but a joint-moiety of such Surplus, towards their satisfaction, the said *Berman's* moiety being not liable to pay the said *Widdows* his separate Debts; and the Debts then claimed were the proper Debts of the said *Widdows*; and yet after all the Joint-Debts are paid, there will be an Overplus; so that thereby the said *Berman* will be discharged, and have Money paid unto him: But if the Plaintiff, and other separate Creditors of *Widdows* be admitted to the Joint-Estate, there will not be sufficient to pay the Joint-Creditors; so that thereby not only *Berman's* Estate will be applied to pay *Widdows's* Debts, but will be liable to the Joint-Creditors. But there can be no division of the Joint-Estate whereby to charge any part thereof with the private Debts of either Party; and till the Joint-Debts are paid, and till division made of the Surplus, both Parties are alike interested in every part of the said Joint-Stock; that the Commissioners have no power by the Commission to administer an Oath to the Plaintiffs for proof of their Debts, they claiming Debts from the said *Widdows*

dows only; and the Commission is against *Widdows* and *Berman* jointly, and not severally. and therefore cannot admit the Plaintiffs Creditors.

The Court declared, that the Joint-Trade, as also the Debts due from the same, ought to be divided into moieties, and that each moiety of the Estate ought to be charged in the first place with a moiety of the said Joint-Debts, and if there be enough to pay all the Debts belonging to the Joint-Trade, with an Overplus, then such Overplus ought to be applied to pay the particular Debts of each Partner; but if sufficient shall not appear to pay all the Joint-Debts; and if either of the said Partners shall pay more than a moiety of the said Joint-Debts, then such Partner is to come in before the said Commissioners, and to be admitted as a Creditor, for what he shall so pay over and above the moiety; and was decreed accordingly.

Per North, Chief Justice. If there are Accounts between two Merchants, and one of them becomes a Bankrupt, the course is not to make the other, who perhaps upon stating the Accounts, is found indebted to the Bankrupt, to pay the whole that was originally intrusted to him, and to put him for the recovery of what the Bankrupt owes him, into the same condition with the rest of the Creditors; but to make him pay that only which appears due to the Bankrupt on the foot of the Account. *Aliter* for Accounts between them, after the time of the others becoming a Bankrupt, if any such were.

1. *Mod. Rep.* 215.

The Commissioners are accountable to the Bankrupt for the Overplus of his Estate, if any be, and in case of his death to his Executors and Administrators.

A Deed of Distribution from Commissioners of Bankrupts to the Creditors.

THIS Indenture made, &c. Between *J. C. P. B.* Esquires, and *W. F.* Gent. of the one part, *G. H. I. K.* of the other part. *Whereas* the King's Majesty's Commission under the Great Seal of *England*, grounded upon the several Statutes made concerning Bankrupts, bearing date at *Westminster*, &c. hath been awarded against *R. G.* directed unto *R. A. P. C.* Esquires, the said *J. C. P. B.* and *W. F.* Gent. as by the said Commission, whereunto Relation being had, more fully and at large it may and doth appear. *And whereas* at the humble Petition of the said *H. N.* exhibited to the Right Honourable, *George Lord Jeoffreys*, Baron of *Wemm*, Lord High Chancellor of *England*, the said Commission was renewed, and the said *A. B.* and *C. D.* therein named, instead of them the said *R. A.* &c. together with them the said *J. C. P. B.* &c. thereby giving full Power and Authority unto them the said *A. B.* and *C. D.* &c. four or three of them, whereof the said *A. B.* or *C. D.* to be one to execute the same Commission, as in and by the same renewed Commission under the Great Seal of *England*, bearing date at *Westminster*, &c. whereunto relation being had more fully, and at large it may and doth appear. *And whereas* the said Commissioners, Parties to these Presents, having begun to put the said Commission in execution upon due examination of Witnesses, and other good proof upon Oath before them taken, have found that the said *R. G.* for the space of, &c. past before the

date and suing forth of the said Commissions, used and exercised the Trade or Profession of, &c. and did receive and take to Pawn upon Credit, Rings, Plate, Jewels, Household-Goods, Wearing Apparel, and other Goods, and did Buy, Sell, and Utter several great quantities of the like Goods, and other Wares and Merchandizes, and had and kept an House, Shop and Warehouse for that intent and purpose in, &c. in the Parish of, &c. and did seek and endeavour to get his Living by Buying and Selling, as other Broakers and Traders use to do. And that he the said R. G. so seeking and endeavouring to get his Living by Buying and Selling, Trading and Dealing, as afore is mentioned, did during that time of his said Trading and Dealing become justly and truly indebted, and still doth owe and stands justly and truly indebted unto the above named A. B. C. D. M. L. and J. B. in the sum of fifteen hundred Pounds of Lawful Money of *England*, and unto divers other Persons his Creditors above also named, divers and sundry other Sum and Sums of Money, amounting in the whole to the Sum of, &c. of like lawful Money, and being so indebted, he the said R. G. did in the Judgments of the said Commissioners Parties to these Presents, become Bankrupt to all intents and purposes, within the compass, true intent and meaning of the several Statutes made concerning Bankrupts, or within some or one of them, before the date and suing forth of the first recited Commission. *And whereas* the said Commissioners, Parties to these Presents, in further execution upon like due examination of Witnesses, and other good proof upon Oath before them taken, having also found that at such a time as he the said R. G. became Bankrupt, as aforesaid, there were divers Goods, Wares and Merchandizes, as well of and belonging to him the said R. G. as what were pawned unto him as Securities for Monies by him lent, and also several Sum and Sums of ready Monies and other Commodities of and belonging to the said R. G. and his Estate in his said late Dwelling-house, situate and being in, &c. did by the Deed and Indenture of Assignment, under their Hands and Seals, and duly executed, bearing date, &c. for and upon the Considerations, and to and for the Uses, Intents and Purposes therein mentioned, Assign and set forth unto the said T. P. H. N. M. L. and J. B. their Executors, Administrators and Assigns, All and Singular the said Goods, Wares, Merchandizes, ready Monies and other Commodities, the particulars whereof are mentioned, set down and expressed in the Schedule or Inventory thereof to the said Deed and Indenture of Assignment annexed, as by the same Indenture of Assignment relation being thereunto had, may more at large appear. And whereas the said Commissioners, Parties to these Presents, in further execution of the said Commission, upon sufficient proof upon Oath of several Witnesses, have also found, that he the said R. G. at the time he became Bankrupt, as aforesaid, stood justly and truly indebted, and still doth owe and standeth justly and truly indebted unto the said T. P. in the Sum of, &c. Principal Money, also to the several Persons his Creditors above-named, in several Sums of Money, amounting in the whole to the sum of, &c. of Lawful Money of *England*, the particulars whereof, together with the several and respective Persons that as well have sufficiently proved, as such of them that have not well proved their several and respective Debts (who are not hereby to have or receive any benefit or advantage by this present deed of Dividend, untill such time as they shall so have respectively, sufficiently proved their

their debts and demands) are mentioned, set down and expressed in the Schedule, indented to these Presents annexed. And whereas the full space of four Months since the date and suing forth of the said Commissions is fully elapsed and expired, and no other Creditors of the said R. G. other than the Persons above-named have as yet come in, and sought Relief by the said Commissions, or paid, or contributed towards the charges thereof, according to the direction of the said Statutes for debt or debts due, or claimed to be due and owing by and from the said R. G. And whereas the said Assignees T. P. H. N. M. L. and J. B. have actually raised and received by vertue of the said Assignment out of the Goods and other things thereby assigned, the Sum of, &c. of Lawful Money of *England*, the particulars whereof, and how the same hath been received, are mentioned, set down and expressed in the Schedule indented to these Presents, likewise annexed. And whereas the said Creditors above-named Parties hereunto, have made already, and by these Presents do make it their Request unto us the said Commissioners, Parties to these Presents, to Order, Distribute, Divide and set over unto, and amongst the said Creditors, Parties to these Presents, (or at least such of them as either have, or shall in due time make good and sufficient proof of their several and respective debt and debts) the same Sum of, &c. for and towards payment and satisfaction of their respective debts, in the said Schedule hereunto annexed, mentioned and expressed, rateable and proportionably, according to their several and respective debt and debts, at and after the rate of three Shillings and eight pence in the pound of their respective debts. *Now this Indenture witnesseth*, That the said Commissioners, Parties to these Presents, in further execution of the said Commissions and Statutes therein mentioned, and by force and vertue thereof, and for and in consideration that a due and legal distribution may be effected and made as to the said Sum of, &c. before-mentioned, have ordered, distributed, disposed, divided and set over, and by these Presents, do as much as in them, the said Commissioners, Parties to these Presents, lieth, and they lawfully may Order, Distribute, Dispose, Divide and Set over, unto and amongst them the said Creditors above-named, one of the Parties to these Presents, the said Sum of, &c. in manner and form following (that is to say) to each and every one of them the said Creditors, as have well and sufficiently made proof of their several and respective debt and debts, or shall in due time make such proof, a part and proportion of the same share and share-like, according to the quantity and proportion of their said debts, in the said Schedule indented hereunto annexed, mentioned and expressed, at and after the rate of 3 s. and 8 d. in the Pound of their said respective debts; *To have and to hold*, and enjoy the said Sum of, &c. and every part and parcel thereof unto them the said Creditors, Parties to these Presents, their Executors, Administrators and Assigns, as their and every of their own proper Monies and Estate, towards payment and satisfaction of their said several and respective debts, so far forth as the same will amount unto.

Mr. Ben. Hinton Case in Chancery.

Hillary 1687.

John Butcher Plaintiff, exhibited his Bill against Ben. Hinton, John Hill, Obadiah Sedgwick and George Sittwell, Assignees of the Commissioners of Bankruptcy awarded against Ben. Hinton of London, Goldsmith, George Parker, Parson Parks, Rosomond Watson and Elizabeth and William Short, Defendants.

THAT *Butcher* and *Short* were Partners in 1669. in the *Norway* Trade for Timber used in Rebuilding *London* for seven Years, two Years of which *Butcher* was in *Norway*. And having occasion for Money to pay Bills before the Goods could be disposed of, *Short* employed *Hinton* as Banker, who paid and received several Sums on the joint Account; and not suspecting any unjust dealing, two Years after accepted the Account *Hinton* gave, without examining the *Items*.

That *Butcher* and *Short* being forced to trust great quantities of Goods, sustained great Losses; *Hinton* finding them in sudden Exigences to pay Bills, took advantage and prepared Accounts of Money paid and received, in which *Hinton* made them Debtors 4000 *l.* and pretending there was no Error or Over-charges, desired Bonds for the said ballance, declaring it should be no prejudice, and if any Errors, it should be rectified, and the Security should be for no more than should appear to be due: They signed the Account and gave Bonds.

That after *Hinton* received and paid divers Sums on Account of the Partnership, and perceiving they were forced to give great Credit, and being in great Exigencies to pay Bills of Exchange and other occasions in Trade, took advantage and drew up another Account and Bonds, and required them to execute the same, which they were forced to do, else he threatned to ruine them by bringing Actions on the Penalties; and being conscious he had wronged them, contrived to avoid a re-examination, December 4. 1675. pretending there was above 6000 *l.* due, and that he was pressed by Creditors, and could not pacify them unless he and his other Creditors would become bound; but *Butcher* alledging there was not so much due, and the Partnership being ended, and their debts divided, was unwilling to enter into new Bonds for more than his own part, and be discharged of *Short*'s part, and have the Bonds and Securities delivered up, and the new Bonds to be subject to the same examination the old ones were, and to make good no more than a moiety, which *Hinton* agreed to; and agreed that he and *Short* should be bound for 2000 *l.* And *Hinton* promised to deliver up the old Bonds, and *Butcher* should be discharged of all former Bonds, and *Hinton* executed two Receipts on the 4th of Decemb. 1675. one of 4000 *l.* and the other of 2500 *l.* be-

being the Sum demanded to be due on the^d old Bonds, and they sealed new Bonds for 6300 *l.* with *Hinton* to his Creditors.

That *Hinton* took Counterbonds of *Butcher* and *Short* to save him harmless; and they having paid above 3000 *l.* and *Hinton* delaying to deliver up the old Bonds, or to come to a fair Account, *Butcher* brought a Bill to compel him thereto, but *Hinton* threatned to ruin him unless he would execute a general Release, and give new Bonds, which he was compelled to do on *Hinton's* promise, that he would come to a fair Account, and no use should be made thereof, but to secure what was justly due: And thereupon he executed such Release and new Bonds.

That *Hinton* failling, a Commission of Bankruptcy was awarded against him, and he declared a Bankrupt: And all the Bonds were assigned to *Sedgwick*, *Sittwell* and *Hill*, to whom *Butcher* applied himself to have the old Bonds, Release and Security delivered up and cancelled, and that the Accounts might be examined, being willing to pay what should appear to be due (if any thing due on his Account) which the Assignees refused to do, and threatned to sue the old and new Bonds, and recover the Penalties though he had paid much on the new Bonds. And in looking over the Accounts found divers Errors, Omissions and Miscomputations, and made his Accounts to carry 12 *l.* per Cent. Interest, and had charged near 3000 *l.* for Interest at 12 *l.* per Cent. and that thrown into several ballances, Interest was again charged at 12 *l.* per Cent. which was Interest upon Interest at 12 *l.* per Cent. and *Hinton* had several Sums of Money in his Hands which he received, so that he charged the Plaintiff with Interest in effect for his own Money 12 *l.* per Cent. and Interest for that Interest 12 *l.* per Cent. and had overcharged for Prices of Dollars: And no allowance made for Money the Partners paid on *Hinton's* Account, nor of Money paid the Assignees; so that the Plaintiff was wronged 5000 *l.* the Plaintiff hoped the Account should be unravelled, being willing to pay what is due on a fair Account, if any thing on his part due. And the old and new Bonds ought to be delivered up.

That *Hinton* and *Short* would lay the whole on the Plaintiff, and refused to produce the Books of Accounts and Bonds; that the same might be produced, and old and new Bonds delivered up, and satisfaction on Judgments acknowledged, if any be, and the Accounts examined and liquidated, and the Plaintiff, on paying his part of what (if any thing) be due on his part, and that the Defendants might answer, and the Plaintiff be relieved, is the substance of the Bill.

They believed *Butcher* and *Short* were Partners, and *Hinton* their Banker, *Hill*, *Sedgwick* who received and paid Money on the joint Account. And as to the Account wick and Sitt- from July 1680. they referred to *Hinton's* Books, but as to all before, they well answers. pleaded the Bonds, and the 9th of July 1680. a general Release given *Hinton*.

It was ordered the Plea should stand for an Answer, with liberty for the *Hinton* Plaintiff to except, who excepted, and the Defendants answered. As to all answers, Errors, Overcharges and Usurious Interest they referred to *Hinton's* Books.

That the Plaintiff and *Short* were bound with him to several Persons, and that the Plaintiff had paid several Sums to the Assignees: That the Plaintiff exhibited a Bill against him to Account, and an Account was ordered, but they accounted between themselves, and the Plaintiff was greatly indebted to him.

him and 1 July 1680. he entred into 42 several Bonds for payment of 100 l. apiece at 100 l. a Month; and the 9th of July the Plaintiff gave a general Release, since which he had several dealings with him, and was willing to Account for the same. And by this further Answer.

That the Plaintiff and Short was indebted to him on the Plaintiffs coming to England 6000 l. that the Accounts were fairly stated without any abuse. And about December 1675. they were bound with him to several Creditors, and they gave him Counter-security. As to Errors referred to his Books, and that the 4000 l. was brought on the ballance of the last Account.

Short being
dead, his Wife
and Admini-
strix answers.

Believes the Matters prout Bill, and that the Plaintiff and her Husband were great sufferers, and that on a fair Account, little, if any thing, was due to Hinton.

That Short in 1680. exhibited a Bill against Hinton, Parker, Parks, Robinson, Watson and Butcher, 12 Novemb. 1. W. M. Sedgwick, Sittwell and Hill were made Parties.

And Short dying, his Administrix brought her Bill of Revivor against all the said Defendants, which was to the purpose, as Butcher's Bill, to have a fair Account, and be relieved.

On reading the Process and view of Hinton's Accounts, whereby many Errors, Overcharges and Miscomputations appeared, The Court declared, the Defendants, the Assignees ought to stand in place of the Creditors of Hinton, to whom the Bonds of 6300 l. were given, and referred it to Sir John Franklin to look into the whole matter, beginning with the Account distinguished by the name of the 4000 l. Account, made up about 1670. and so downwards into the several Accounts, and to state how he finds the same, and Errors, Overcharges and Miscomputations and allowances of Interest not allowed by Law appeared to be in any of Hinton's Books of Accounts, and what Money Butcher and Short, and which of them paid towards discharge of the Bonds in Decemb, 1675. or any other Bonds, and which of them, when, and to whom. And Hinton's Books, Accounts, and Bonds were to be left with the Master on Oath.

The Master made his Report, and shews the Errors, Overcharges, and Miscomputations, and Interest carried from one ballance to another at 12 l. per Cent.

It appeared that in the 4000 l. Account, there was an Error of 500 l. besides 224 l. 14 s. 6 d. charged for Interest above lawful Interest, which were made part of the next ballance, and carried Interest upon Interest at 12 l. per Cent. And the 4th of December 1675. the 500 l. between November 1670. and the said 4th December 1675. the Plaintiffs were overcharged in unlawful Interest 1789 l. 1 s. 7 d. So then there was due for Money and lawful Interest 3986 l. 3 s. 11 d. which with 1056 l. 10 s. Lawful Interest to the 4th of May 1680. made 8042 l. 4 s. 9 d.

Towards discharge whereof the Plaintiff paid Hinton's Creditors, by his order 4627 l. 18 s. So there remained due the 4th of May 1680. on the joint Account 414 l. 6 s. 9 d. which with 256 l. 6 s. 9 d. Interest to the 23d of Jan. last, made 680 l. 15 s. 6 d.

And on the Plaintiff, Butcher's particular Account 19 l. 4 s. 3 d. which makes in all 700 l. on payment of which the Plaintiffs Council prayed the Releases, and all Securities might be delivered up.

On hearing the Defendants Council on reading the Report, his the Defendants Receipts for 4300 l. given on executing the Bouds in December 1675. to the Creditors, the Court declared the Account ought to be opened, and the Plaintiffs not to be charged with more than appeared by the Books to be advanced, nor with more than Lawful Interest. And Decreed.

That the Report be confirmed, and the Plaintiffs paying the Assignees 700 l. before the last day of *Easter* Term next, the Assignees to deliver up the Releases to be Cancelled, and all Bonds, Counterbonds and Notes before entred into by the Plaintiffs to *Hinton*, or to any other Person for him, and acknowledge satisfaction on any Judgment or Judgments had by *Hinton*, or any his Creditors against the Plaintiffs. And a perpetual Injunction awarded for stay of all proceedings at Law against *Butcher*, for any the matters in question, or demand in these Causes. And the Parties to give Mutual Releases to each other.

I shou'd have had many other particulars to have spoke to, in this Discourse concerning Bankrupts, if by two late Acts of Parliament, they had not been alter'd, very much to the better.

One *Pitkin*, a Linnen Draper, having broke some time ago, for a very considerable sum of Money, with all the appearances imaginable of Fraud and Design, Application was made to the Parliament for Relief in that Case, which was very extraordinary: And that Application was follow'd by an Act, of which I have here inserted an Abridgment.

An Abstract of the Act for the relief of the Creditors of Thomas Pitkin, a Bankrupt, and for the Apprehending of him, and the Discovery of the Effects of the said Thomas Pitkin, and his Accomplices.

Anno Tertio & Quarto Annæ Reginae

WHereas *Thomas Pitkin* late of *London*, Linnen-Draper, within nine Months last past, hath with the Assistance of his Accomplices, got into his Possession great quantities of Woollen and Linnen-Cloth, and divers sorts of Goods, &c. from sundry Merchants, &c. to the value of 70000 l. and upwards, with intent to defraud his Creditors; and to prevent the due Execution of a Commission of Bankrupt against him, hath withdrawn himself, and Fraudulently conveyed all his Goods, &c. into his Accomplices Hands, &c. to the Ruin of many Families, and Discouragement of Trade: For discovery whereof, enacted, That if the said *Pitkin* shall not before the tenth of May, 1705. surrender himself to Commissioners, &c. and conform to the Statutes concerning Bankrupts, &c. and fully discover how he

he hath disposed, &c. of his Goods, Wares, Books, Writings, &c. relating thereto, which he, or any in Trust for him, was entituled to on the ninth of *May*, 1704 or since; and deliver up to the said Commissioners, &c. all such Goods, Wares, Books, Writings, &c. as shall be in his Possession or Power, at the time of such Examination, Then the said *Pitkin*. in Default or wilful Omission therein, being lawfully Convicted, to be Imprisoned during his Natural-Life, and three times in every year set in the Pillory, &c.

All Justices of the Peace, &c. upon Application made, to grant Warrants for taking the said *Pitkin*, and so taken to commit to the County-Goal, and to remain till removed by the said Commissioners, &c. And the Goaler to whose custody the said *Pitkin* is committed, is forthwith to give Notice thereof to *Maurice Kellet*, of the *Inner Temple*, Esquire, or some other of the Commissioners, &c. to the intent the said *Pitkin* may be removed to such place as they think fit, &c. as also to seize any the Goods, Wares, Books, Writings, &c. Real or Personal Estate of the said *Pitkin*.

Any Person by virtue of the said Commissioners Warrant, &c. may Demand to be admitted, in the day-time, into any House or Room, where they believe the said *Pitkin*, or any of his Effects are: And upon refusal to be admitted, in the day-time, in the Company of any Constable, to break open the Doors or Lock, &c. and the said *Pitkin*, and such part of his Goods, Chattels, &c. there found to seize, and to be deliver'd to such Persons as Impower'd by the said Commissioners, &c. And any Person obstructing the Execution thereof, Lawfully Convicted, shall for every such Offence, Forfeit 100*l.* for the use of the Creditors, &c. to be recovered by any Persons appointed by the said Commissioners, to sue, &c. wherein but one Imparance, &c.

All Persons, &c. who have been Accomplices, or Privy to any Dealings with the said *Pitkin*, since the Ninth of *May* 1704 or conceal any Money, Goods, &c. or Estate, Books, Papers, &c. shall before the tenth of *June*, 1705. discover the same to the Commissioners, &c. and submit themselves to be Examined on Oath, &c. and lay before the said Commissioners all the Books, Writings, &c. which they or any in Trust for them, have or on the ninth of *May*, 1704. or since, had in their Custody, &c. relating to the said *Pitkin*, &c. Such Persons refusing to be Examined, or make such Discovery, shall be committed, &c. to the County-Goal, where such Persons inhabit, without Bail, &c. until they submit to such Examination, &c. Any Person Convicted of aiding the said *Pitkin*, or concealing his Estate, Books, &c. to forfeit 200*l.* to the Use of the Creditors, and double the Value of such Effects concealed, &c. to be distributed, as any part of the said *Pitkin's* Estate.

This Act declared to be a Publick Act, &c. of which all Judges, Justices, &c. are to take notice; and any Person Prosecuted in pursuance hereof, may plead the general Issue, &c. and recover Double Costs.

This Act being a good Precedent for a more general Law for regulating those affairs, and preventing frauds, which began to be very common; the Excellent Parliament now in Being, pass'd the following Act, the good Effects of which will be daily felt in *England* more and more.

An Act to prevent Frauds frequently committed by Bankrupts.

Anno quarto & quinto Annæ Reginæ.

WHereas many Persons have and do daily become Bankrupt, not so much by reason of Losses and unavoidable Misfortunes, as to the intent to defraud and hinder their Creditors of their just Debts and Duties to them due and owing: For prevention thereof, be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons in this present Parliament Assembled, and by the Authority of the same, That if any Person or Persons, who from and after the four and twentieth day of *June*, in the Year of our Lord, one Thousand seven Hundred and six, shall become a Bankrupt within the several Statutes made against Bankrupts, or any of them, and against whom a Commission of Bankrupts, under the Great Seal of *England* shall be awarded and issued out, shall not within thirty days next after notice thereof in Writing shall be left at the Place of the usual Abode of such Person or Persons, and notice given in the *Gazette*, That such Commission or Commissions is or are to be issued forth, and of the Time and Place of a Meeting of the said Commissioners surrender him, her, or themselves to the Commissioners named in the said Commissions or some of them, and submit to be Examined from time to time upon Oath, by and before the said Commissioners, or the major part of them, by the said Commission Authorized, and in all things conform to the Statutes already made concerning Bankrupts and also upon such Examination fully and truly disclose and discover how and in what manner, and to whom, and upon what Consideration, he, she, or they hath or have disposed, assigned or transferred any of his, her or their Goods, Wares, or Merchandizes, Money or other Effects or Estate, and all Books, Papers and Writings relating thereunto, of which he, she, or they were possessed, or in or to which, he, she, or they were any way Interested or Entitled, or which any Person or Persons had or hath, or have had in Trust for him, her or them, or for his, her or their use, at any time before or after the issuing out of the said Commission, and also deliver up unto the said Commissioners, or the major part of the Commissioners by the said Commission Authorized, all such part of his, her, or their the said Bankrupts Goods, Wares, Merchandizes, Effects and Estate, and all Books, Papers Writings relating thereunto, as at the time of such Examination shall be in his, her, or their Possession, Custody or Power (his, her, or their, and his, her, their Wives and Children's necessary wearing Apparel only excepted) Then he, she, or they the said Bankrupt, in case of any Default or wilful Omission therein, or in any the Premises, and being thereof lawfully convicted by Indictment or Information, shall suffer as a Felon, without the Benefit of the Clergy.

Provided always, and it is hereby Declared and Enacted by the Authority aforesaid, That it shall and may be lawful to and for the Lord Chancellor or Lord Keeper, or Commissioners of the Great Seal of *England* for the time being, to enlarge the time for such Person or Persons surrendering him, her, or themselves, and disclosing or discovering his, her, or their Estate and

Effects, as aforesaid, as the Lord Chancellor, Lord Keeper, or Commissioners shall think fit, not exceeding sixty days, so as such Order for so enlarging the Time, be made by the Lord Chancellor, Lord Keeper, or Commissioners, five days before the time on which such Person or Persons was or were so to surrender him, her or themselves, and make such discovery, as aforesaid.

And be it further Enacted by the Authority aforesaid, That if from and after the said four and twentieth day of *June*, a Commission of Bankrupt, under the Great Seal of *England*, shall Issue forth against any Person or Persons, That then the Commissioners therein named, or the major part of them Authorized to put the said Commission in Execution, shall by vertue hereof, and of the said Commission have full Power and Authority to send for and call before them, by such Process, Ways or Means, as they in their Discretions shall think convenient, all and every such Person or Persons as they shall be informed and believe can give any Account or Information of any Act or Acts of Bankruptcy committed by such Person or Persons, against whom such Commission shall issue forth; and upon their own appearance to examine them, and every of them, as well upon their Oaths, as otherwise, by such Ways and Means as the said Commissioners or such major part of them, are by Law Authoriz'd to examine, touching or concerning such Bankruptcy committed by such Person or Persons against whom such Commission shall issue forth; and if any Person or Persons, upon Payment or Tender, and Refusal to accept of such reasonable Charge, shall refuse or neglect to come and appear, not having a lawful Excuse to be made known to the said Commissioners, and by them allowed, or being come before them, shall refuse to be Sworn, or being of the People called *Quakers*, to take the Solemn Affirmation, by Law appointed for such People, or being Sworn, or having taken such Affirmation, shall refuse to answer all such Questions, as by the said Commissioners shall be put unto him, her or them, relating to any Act of Bankruptcy committed by the Person or Persons against whom such Commission is awarded, according to the true Intent and Meaning of this Act, That then it shall and may be lawful for the said Commissioners, or such major part of them, to commit to such Prison as to them shall be thought meet, all such Person or Persons, and also to direct their Warrant or Warrants to such Person or Persons as the said Commissioners, or greater part of them shall think meet, to Apprehend and Arrest such Person or Persons as shall so refuse to appear, and to commit such Person or Persons to such Prison as the said Commissioners or such major part of them, shall think meet, there to remain without Bail or Mainprize, until such Person or Persons shall submit him or herself to the said Commissioners, and be by them examined according to the true Intent and Meaning of this Act. Provided, That no Person shall be obliged to Travel above twenty Miles to be so examin'd.

And be it further enacted by the Authority aforesaid, That upon Certificate made and granted under the Hands and Seals of the said Commissioners, or such major part of them, that such Commission is issued forth, and such Person or Persons proved before them to become Bankrupt, That then it shall and may be lawful to and for all or any of the Judges of her Majesty's Courts of Queens Bench, Common Pleas, or Court of Exchequer, and to and for all and every the Justices of the Peace within the Kingdom of *England*

land, Dominion of Wales, and Town of Berwick upon Tweed, (and they are hereby Impowered and Required, upon Application to them for that purpose made) to grant his or their Warrant or Warrants under his or their Hands and Seal, as well for the Taking and Apprehending such Person or Persons, and him, her or them to commit to the common Goal of the Country where he, she, or they shall be so Taken and Apprehended, there to remain, until he, she, or they shall be thence removed by Order of the said Commissioners, or such major part of them, by Warrant under their Hands and Seals; and the Goaler or Keeper, to whose custody such Person or Persons shall be committed, is hereby required forthwith to give notice to some one of the said Commissioners in the said Commission named of such Person or Persons being in his or their custody, to the Intent the said Commissioners may send their Warrant to the said Goaler or Keeper, (which they are hereby Impowered and Required forthwith to send) for the delivering such Bankrupt or Bankrupts to the Person or Persons named in such Warrant, and thereby Authorized to convey such Person to the said Commissioners, in order to such Examination and Discovery, as aforesaid, as also to take and seize any the Wares, Goods, Merchandizes or Effects of such Person or Persons, or any of his, her, or their Books, Papers or Writings, or any other his, her, or their Real or Personal Estate.

Provided always, and be it Enacted by the Authority aforesaid, That if such Person or Persons so Apprehended and Taken within the said thirty days shall submit to be examined, and in all things conform, as if he had surrendered himself, as by this Act such Bankrupt or Bankrupts is or are required, then such Person or Persons so submitting and conforming, shall have the Benefit of this Act, to all Intents and Purposes, as if he had voluntarily come in and surrendered himself; any thing herein to the contrary notwithstanding.

Provided always, and be it Enacted by the Authority aforesaid, That if any Person or Persons shall by reason of this Act incur the Penalty of Felony, that then such Felon's Goods and Estate shall go to, and be divided amongst the Creditors seeking Relief by such Commission; any Law, Usage or Custom to the contrary in any wise notwithstanding.

*And be it further enacted by the Authority aforesaid, That all and every Person and Persons so becoming Bankrupt, as aforesaid, who shall within the time limited by this Act, surrender him, her or themselves to the major part of the Commissioners therein named, and in all things conform as in and by this Act is directed, shall be allowed the Sum of five Pounds *per Cent.* out of the neat Product of all the Estate that shall be recovered and received on such Discovery, which shall be paid unto him by the Assignee or Assignees of the Commissioners, so as the said five Pounds *per Cent.* shall not amount in the whole to above the Sum of two Hundred Pounds, and shall be discharged of all Debts by him or her, or them due and owing at the time that he, she, or they did become a Bankrupt; and in case any such Bankrupt shall afterwards be Arrested, Prosecuted or Impleaded for any Debt due before such time as he, she, or they become Bankrupt, such Bankrupt shall be discharged upon Common Bail, and shall and may Plead in General, That the cause of such Action or Suit did accrue before such time as he became a Bankrupt, and may give this Act and the Special Matter in Evidence, and if a Verdict pass for the Defendant, or the Plaintiff shall become Non-suited, or Judgment*

be given against the Plaintiff, the Defendant shall recover his Costs as in other Cases.

Provided always, and it is hereby Declared and Enacted by the Authority aforesaid, That if the Neat Proceed of such Bankrupt's Estate so to be discovered, recovered and received, together with what shall be otherwise recovered and received, shall not amount to so much as will pay all and every the Creditors of such Bankrupt the Sum of eight Shillings in the Pound, after all Charges first had and deducted, That then, and in such case, such Bankrupt shall not be allowed the said Sum of five Pound *per Cent.* of such Estate as shall be so recovered in, but shall be allowed and paid by the Assignees, so much Money as the said Assignees and the major part of the said Commissioners shall think fit to allow to such Bankrupt, and no more.

And for the better discovery of the said Bankrupt's Estate, in case he, she, or they shall refuse or neglect to surrender him, her, or themselves, and conform to this Act, as aforesaid; Be it Enacted by the Authority aforesaid, That all and every Person and Persons, who shall have accepted of any Trust or Trusts, and conceal or protect any Estate, either Real or Personal of any Person becoming Bankrupt, as aforesaid, from his, her, or their Creditors, and shall not within thirty days next after such Commission shall issue forth, and notice thereof given to such Person or Persons, discover and disclose such Trust and Estate in writing, to some one of the Commissioners, and submit himself to be examined by the Commissioners, or such major part of them as by the said Commission shall be Authorized, and truly discover the same, shall forfeit the Sum of one Hundred Pounds, and double the value of the Estate, either Real or Personal so concealed, to and for the Use and Benefit of the said Creditors, to be recovered by Action of Debt, in any of her Majesty's Courts of Record, in the Name of the Assignees of the said Commissioners, in which case, Costs shall be allowed to either Party as in other common Cases.

And be it further Enacted by the Authority aforesaid, That all and every Person and Persons, who shall within sixty days next after the time allowed to such Bankrupt to surrender himself, and conform, as aforesaid, voluntarily come in and make Discovery of any part of such Bankrupt's Estate, before the major part of the said Commissioners, shall be allowed the Sum of three Pounds *per Cent* out of the Neat Proceed of all that shall be recovered on such Discovery, which shall be paid to the Person or Persons so discovering the same by the Assignee or Assignees to whom the same shall be Assigned.

And be it further Enacted by the Authority aforesaid, That where there shall appear to the Commissioners, or the major part of them, that there hath been mutual Credit given between such Person or Persons, against whom such Commission shall issue forth, and any Person or Persons who shall be Debtor or Debtors to such Person or Persons, and due proof thereof made, and that the Accounts are open and unballanced, That then it shall be Lawful for the Commissioners in the said Commission named, or the major part of them, or the Assignee or Assignees of such Commission, to adjust the said Account, and to take the ballance due in full discharge thereof, and the Person Debtor to such Bankrupt, shall not be compelled or obliged to pay more than shall appear to be due on such ballance.

Provided

Provided always, and be it Enacted by the Authority aforesaid, That nothing in this Act shall be construed to extend to grant any Privilege, Benefit, or Advantage to any Bankrupt whatsoever, against whom a Commission under the great Seal shall issue forth, who hath, for or upon Marriage of any of his or her Children, given, advanced or paid above the value of one Hundred Pounds, unless he or she shall prove, by his or her Books fairly kept, or otherwise, and upon his or her Oath, before the major part of the Commissioners in such Commission named, that he or she had at the time thereof, over and above the value so given, advanced or paid, remaining in Goods, Wares, Debts, Ready Money, or other Real or Personal Estate sufficient to pay and satisfy unto each and every Person to whom he or she was any way indebted, their full and entire Debts.

Provided always, and be it Enacted by the Authority aforesaid, That the said Commissioners, or the major part of them, shall appoint within the said thirty days, not less than three several Meetings for the purposes aforesaid, the last of which shall be on the said thirtieth day hereby limited for such Bankrupt's Appearance,

Provided always, and be it hereby Enacted by the Authority aforesaid, That if any Person or Persons shall be sued or prosecuted by any Action, Bill, Plaint or Information, for any thing done or to be done by him, her or them in Prosecution of this Act. It shall and may be Lawful to and for such Person or Persons to plead the general Issue, and to give this Act, and the Special Matter in Evidence.

Provided also, and be it Enacted by the Authority aforesaid, That nothing in this Act contained shall extend to give or grant any Liberty, Privilege, Benefit or Advantage in this Act mentioned, to any Person whatsoever, against whom a Commission of Bankrupts shall be awarded, who shall have lost in any one day the Sum or Value of five Pounds, or in the whole, the Sum or Value of one Hundred Pounds, within the Space or Term of twelve Months next preceding his or her becoming a Bankrupt, in playing at or with Cards, Dice, Tables, Tennis, Bowles, Shovel-board, or in or by Cock-Fightings, Horse-Races, Dog-Matches, or Foot-Races, or other Pastimes, Game or Games whatsoever, or in or by bearing a Share or Part in the Stakes, Wagers or Adventures, or in or by Betting on the Sides or Haids of such as do or shall Play, Act, Ride or Run, as aforesaid.

And be it further Enacted by the Authority aforesaid, That this Act shall continue and be in force for the space of three Years, and from thence to the end of the next Session of Parliament, and no longer.

And for the better Encouragement of such Persons as already are become Bankrupts, to make a true and just Discovery of their Estates, and to deliver the same up, for the Use and Benefit of their Creditors; be it further Enacted by the Authority aforesaid, That all and every Person and Persons who are become Bankrupts, and against whom a Commission of Bankrupt hath issued, before the tenth day of *March*, one Thousand seven Hundred and five, who shall voluntarily on or before the four and twentieth day of *June*, one Thousand seven Hundred and six, surrender him, her, or themselves, to the Commissioners in such Commission named, or the major part of them, and in all things conform to the several Statutes already made concerning Bankrupts,

and

and to this present Act, shall to all intents and purposes have the Benefit of this Act.

Provided always, and be it further Enacted by the Authority aforesaid, That if such Person or Persons, so voluntarily surrendering him, her, or themselves, shall afterwards neglect, or omit to Discover and Deliver his, her, or their Estates and Effects, and in every thing act and do as in this Act is directed, every such Person or Persons, shall be taken and adjudged to be a Fraudulent Bankrupt within the true intent and meaning of this Act, and thereof being lawfully convicted, shall suffer as a Felon without the Benefit of the Clergy.

Provided also, and be it further Enacted by the Authority aforesaid, That no Discovery upon Oath to be made by any Bankrupt, of his, or her Estate and Effects pursuant to this Act shall entitle such Bankrupt to the Benefits allowed by this Act, unless the Commissioners of Bankrupts, or the greater part of them that shall be named in the Commission issued or to be issued against him or her, shall in Writing under their Hands and Seals, certify to the Lord Chancellor of *England*, Lord Keeper, or Commissioners for the custody of the Great Seal of *England* for the time being, that such Bankrupt hath made Discovery of his Estate and Effects, and in all things conformed himself according to the Directions of this Act, and that there doth not appear to them any reason to doubt of the Truth of such Discovery, or that the same is not a full Discovery of all such Bankrupt's Estate and Effects; and unless such Certificate shall be allowed and confirmed by the Lord Chancellor, Lord Keeper, or Commissioners for the custody of the Great Seal of *England* for the time being, or by such two of the Judges of the Courts of Queen's Bench, Common-Pleas, and Court of Exchequer at *Westminster*, to whom the consideration of such Certificate shall be referred by the Lord Chancellor, Lord Keeper, or Commissioners for the custody of the Great Seal of *England* for the time being, and the Creditors of such Bankrupts are to be allowed to be heard, if they shall think fit, before the respective Persons aforesaid, against the making such Certificate, and against the Confirmation thereof.

And whereas Commissions of Bankrupts have been often executed with great expence in eating and drinking, at the Meetings of the Commissioners, or some of them therein named, to the great prejudice of the Bankrupts and their Creditors; Be it further Enacted by the Authority aforesaid, That there shall not be paid or allowed by the Creditors, or out of the Estate of the Bankrupts, any Monies whatsoever for Expences in eating or drinking of the Commissioners, or of any other Persons at the times of the Meetings of the said Commissioners, or of any of the Creditors, or others in Order to execute or prepare Matters for the Execution of such Commissions; and if any Person or Persons named, or to be named, as a Commissioner or Commissioners in any such Commission, shall Order any such Expence to be made, or eat or drink at any such Meeting at the charge of the Creditors, or out of the Estate of such Bankrupt, every such Commissioner so offending, shall be disabled for ever after to act as a Commissioner, in such or any other Commission, founded on the Statutes made against Bankrupts.

Being now about to enter into a Discourse of the practical part of Foreign Trade, and the Volume of this Book being already swell'd to such a Bulk, as will not admit of an exact and regular Treatise; I shall apply my self more particularly to speak of the Trade of such Countries, and of such Branches of that Trade as England has any share in, and refer to another Opportunity, to write more largely on that subject.

England has always driven a very considerable Commerce to the *Baltick* Sea, with which I shall begin this short Discourse of Foreign Trade; where-in the Reader may observe that I shall divide that Trade into four Branches, viz. The Trade to *Sweden*, *Denmark*, *Muscovy*; and that to the *Hanseatick*, and other Towns and Places in *Germany*, *Poland*, &c. That to *Greenland*, *Iseland* &c. being now either quite lost, or at least become so inconsiderable, as to leave little else to be said about it except to lament its decay, as well as that of the *Northern* Fishing; which perhaps deserves the Nation's Care as much as any other Branch of the *English* Trade.

It may be premised in general, that as to that part of our Trade to the *East* and *Northern* Seas, that regards Naval Stores; for which we are often obliged to export very considerable quantities of Bullion, the Parliament having granted very considerable Encouragement to such as should import the same from the *English* Plantations in *America*, we may perhaps in time dispense with those we have from the *Baltick*, and so probably be less beholding to the *Northern* Crowns, whose Friendship, especially in time of War, we have frequently been obliged to preserve, on harder Conditions than we wou'd care to do it on other Occasions.

I shall begin with an Account of our Trade to *Sweden*, from whence we formerly have and still do bring good quantites of Pitch, Tar, and other Goods and Commodities.

Anciently, the quantity of Pitch and Tar made in *Sweden* (being then but very inconsiderable in comparison with what it now is) was carried by the Persons that made it or indifferently by any Buyers, to *Stockholm* and *Wybourg*, and thereabouts it was sold (and no where else) to be exported to other Places of *Europe*; there being then but little or no Pitch or Tar made in any other Place of that Country; till in the Year 1648 the Queen *Christina* granted a Patent confirmed by a Parliament or Convention of the States of the Kingdom, then sitting, and afterwards by the two succeeding Kings and their Parliaments, to a Company with a Joint Stock; consisting of a mixture of several sorts and degrees of Men, which really seems necessary for the right managing of such a Trade. For besides several Hundreds of knowing and intelligent Merchants and Persons of other Professions, living both in the Towns and in the Country of *Sweden* and, who perfectly well understand the way of making and preserving of such Commodities, there were likewise concerned in this Company, several eminent Persons of a high Rank and Quality, and of so great an Interest in the Kingdom, that
being

being assured of the favour of the Court, they easily found means to remove the Obstructions and Inconveniencies that from time to time occur'd.

The Patent of this Company extended to all *Finland* and *Norland*, the *East-land* and *Northern* Parts of *Sweden*, where the best (and almost all the) Tar was then made, and the Company was obliged to take all that was made within the abovesaid Territories, which then was not so much as they could easily vend in *Europe* to very great advantage, so that they being the sole and absolute Masters of that Commodity, they almost doubled their Capital every three years during the space of ten years consecutively, till at last the excessive price to which they rais'd the Pitch and Tar, pinch'd ev'n the *Swedes* themselves in other Places of the Country, that were not us'd to make any before that time, to that degree that they found themselves under a necessity of making Tar for their own use, which was not much taken notice of by the Company so long as none but theirs was Shipp'd off for other Countries. However this having insensibly increased the number of Tar-makers, in many Places where the Roots of the Firr Trees (of which the Tarr is made) are fat; they began soon after to make considerable quantities at *Nicopper*, *Bearsand*, *Colmer*, *Westerwyckt* and *Gottenburgh*, on that side of the *Swedish* Dominions; and about *Der*, *Winda*, the *Nane* and other Places on the *German* Side, which tho it be not so proper for Shipping: as the *Stockholm* Tar, did nevertheless very much contribute to the lowering of the price of the latter: And the Countrymen, within the limits of the Companies Patent, beginning at the same time to augment the deliveries from 5 to 8 or 9000 Lafts a year; the Company found themselves, in a little time, so overburthened, that they very readily gave ear to some advantageous Proposals, that were, at that time, made them by some new Undertakers, who encouraged therto by the successful beginnings of the former Company, strenuously endeavour'd to enhance the Tar Trade to themselves, so that these new Adventurers having contracted with the old Company for about 1000 Lafts more, which the Country People brought them in the same year, they soon began to repent their bargain, being, from year to year, loaded with such vast quantities, for which they had no vent, that they fell into a necessity of running into Debt, that for ten years together, they seem'd destitute of all hopes of ever being able to recover their losses, Till in the year 1662, having petitioned the then King of *Sweden* for relief, in limiting the quantities that the Country People shou'd bring in; his Majesty taking their uneasy circumstances into his consideration, ordered the Countries within the extent of the Company's Patent, to make no more than 5000 Lafts of Tar, and 600 Lafts of Pitch, yearly; which the Company was to receive at *Stockholm*, and pay in ready Money, before or at the delivery of the Goods, at the rate of 53 Sty. Copper Money per Laft. And that Prince having at the same time abated the Duty of Tar and Pitch 12 Sty. per Laft, by the advantage of these Privileges they began to be in some hopes of retrieving their former Losses; and accordingly vented (besides the new Tar they received yearly) a great deal of their old. But all that not being sufficient to enable them to recover in the World, and they still remaining much indebted both at Home and Abroad, and great complaints being made against them, a great many Persons concern'd in the Tar-making, did very much contribute to procure one

one Mr *James Semple* a Merchant there, a Permission to export yearly 3000 Lasts of Tar, and 2000 Lasts of Pitch for three years time, in prejudice of of the Company's Patent; which he found means to elude by the Protection and Assistance of some great Men at Court, to whom he had lent some considerable Sums of Money; and likewise let fall a pretention he had of the Crown for about 4000 *l.* so that this Concession having more than ever discredited the Company every where, they us'd their utmost endeavours to get *Semple's* Grant revok'd, seeing themselves otherwise reduc'd to the necessity of resigning their right to another, and selling the Goods they had in their Hands to pay their Debts and make a dividend of the rest, (which could not amount to near half of the Capital they had put in 12 years, before) amongst the Partners who were likewise very much crush'd by the great quantities of Pitch and Tar, which then began to be made and exported out of other Places of *Sweden* which were not situated within the limits of their Patent, and which the Proprietors likewise obtain'd liberty to make and export by means of other great Friends, which their Money and Policy had found them at Court. For such, it seems, is the fate of Bodies and Societies of Men, as well as of private Persons; who are generally slighted and despised, as soon as they appear to be in a declining condition: For had the Company prospered in their undertaking, they certainly should have been able to suppress all new beginners to their prejudice.

Such was the situation of the *Swedish* Pitch and Tar Trade, in the Year 1672. when some Towns in the *South* of *Sweden*, not comprehended in the Company's Patent, such as *Gottenburgh*, *Warburgh*, *Calmar*, *Westerwich* and the Island of *Gotland*; begun to make much greater quantities than ever had been made before in that Country; where the Timber being dry, is much properer for Deals, &c. than for burning to make Tar, and this Tar being fitter for Sheep, &c. than for Shipping (tho it may serve for either) is 16 per Cent. cheaper than the other, and is mostly exported for *Bremen* and other Parts on the Coast of lower *Germany*.

The precarious circumstances of the *Swedish* Tar Company at that time, did not only excite several new Adventurers in that Kingdom, but likewise a great many famous Merchants in *England* and *Holland* to undertake it. And these two rival Nations were so much the more jealous of one another, that they were about that time engaged in a bloody War together, and that Commodity being indispensibly necessary for both to supply the great Consumption they made of it in equipping their Fleets, both of War and Merchant Ships; made both very anxious about the consequences of that Affair.

The distance of the *English* Plantations in *America*, render'd the supplies, which the Kingdom might expect of those Commodities from that far Country, but too uncertain to be depended upon, and that especially in time of War. And besides that both, the Pitch and Tar of *Sweden* are incomparably preferable to those of *Russia*; there was then much more difficulty in getting those Commodities from thence than from *Sweden*: All which made People at that time very inquisitive into the situation of that Trade, and exact computations were made on every side of the advantages or disadvantages that might attend so considerable an Undertaking.

Of the Trade of Sweden.

The quantity that was then yearly consum'd of those Commodities in Europe, according to the nicest computations, was as under, viz.

	Lafts.
<i>Great Brittain and Ireland</i> consum'd about - - - - -	1000.
<i>France</i> - - - - -	500.
<i>The Dutch</i> for their own use, and what they exported for <i>Spain</i> , } <i>Portugal</i> and the <i>Streights</i> - - - - - }	4000.
<i>Hamburgh, Lubeck, and the Parts of Germany</i> thereabout - - -	500.
In all - - - - -	6000.

Of which there was only about one fifth Pitch, and four fifths Tar.

It was represented on one hand, that the *Dutch* had by them at that time, either what was already brought home to *Holland*, or what was bought up for their Account in *Swedland*, about 10000 Lafts of Pitch and Tar, which was a sufficient quantity for their home consumption, without any other supply for about 3 years; they not being at that time in a condition to transport to the *Streights* the quantities, they us'd formerly to carry thither, of those Commodities.

It was likewise further urg'd that if the *Dutch* should want Pitch and Tar, they would do any thing rather than truckle to the *English* for it, even in time of Peace. And that there being then considerable quantities of those Commodities made at *Christiana, Romsdel, Bergen, Bruntum* and several other Places in the King of *Denmark's* Dominions, the *Dutch* might possibly excite the Inhabitants of those Places to make a greater quantity than ever they had done before, not only to supply their own Occasions, but to endeavour the utter ruine of the *English* Undertakers.

It was likewise added, that if all these fail'd them, there yet remain'd another resource, which was that of *Archangel*, whither the *Russians* brought down yearly considerable quantities of very good Tar, of which the *Dutch* had taken the year before about 1000 Lafts; so that in all appearance they would supply themselves from thence with Tar as they had done with Masts the former War, when King *Charles II.* having ordered all that could be found in *Swedland* to be bought up for the use of the Royal Navy, the *Dutch* not being able to prevail with the *Swedes* to let them have any, run away in a hurry to *Russia*, where they chose to provide themselves with Masts; tho those which cost them 100 l. Sterling in *Holland*, did not stand his Majesty in above 38 l. here, which difficulty nevertheless was not of any force to incline them to make a Peace.

From what is above related several People pretended to infer that to make a contract with the *Swedish* Tar Company, would be at best but a dangerous and precarious Undertaking; since besides the other difficulties attending the management of that Trade, 'twas evident that the *Dutch* might be supplied from several other Places, and that in all probability they wou'd likewise endeavour to get ready in the aforesaid Places, sufficient quantities of Tar, not only for supplying their own necessities, but those of *Spain, Portugal* and the *Streights*.

At

At which rate they said, that, at least, the quantity usually taken by the *Dutch*, should lie upon the *English* Contractor's Hands; who must nevertheless advance the following year, a fresh Stock of 3000 *l.* which being a very considerable Sum, might at last fall heavy upon the Merchants, if they were obliged to disburse so much for several years together, and to lie out of it, for any considerable time.

It was farther represented, that tho the King himself should undertake that Trade, and commit the Management of it to the Commissioners of the Navy, or others; the Sums that would be required to manage it, might pretty well drain his Majesty's Treasury; whereas, if the *English* did not at all interpose, the *Dutch* might probably be tempted to undertake that Trade, which they would find attended by so many and so great Inconveniences, that they would soon repent their bargain; and that *England* in the mean time might be sufficiently supplied from other Places of *Sweden* and from *Denmark* and *Russia*, as well as from the *English* Plantations in *America* without any danger.

These and many other such Arguments were made use of by such as were not of opinion that it was the Interest of the *English* Nation to undertake the Management of this Trade; but those that were of another sentiment, alledged on the other hand, that it would be shameful for *England* to let the rest of *Europe* be provided with those Commodities by any other than themselves; strenuously representing that they being necessary and bulky Goods, that Trade would certainly employ a great many Ships and Men, and might tend to the encouragement and improvement of Navigation, and likewise be very beneficial and advantageous as well to the Nation in general as to the particular Undertakers of that Trade, which would not require a Stock of above 35000 *l.* out of which the King of *Sweden* might be yearly paid the Sum of 5000 *l.* in consideration of which Sum (which is twice as much as the *Swedish* Tar Company had hitherto paid his Majesty, for Custom of that Commodity) 'twas probable that Prince would either entirely prohibit the making of Tar, in the *South* of *Sweden*, or limit the People there, to the making of a very inconsiderable quantity, to be likewise included under the same Contract; which would be made for 7 years certain term at least; and a certain time more at the choice of the Buyers, by which his Majesty should have a sure and cheap supply for his Navy both in Peace and War, and enjoy the Advantages of having the Trade of those Commodities within his own Dominions, and of having the Custom of them, and of the returns for what quantities should be transported of them out of *England*, which cou'd not but be very considerable: And that so much the more, that the want of those Commodities being a real obstruction to the *Hollander's* Trade, for the consumption they make of them for their great Fleets of Herring Busses, and those of *Greenland*, *Rusland*, and the *Baltick* (besides their other Fleets) was so vast, that in two years time, they should undoubtedly find themselves under an indispensable obligation of getting Pitch and Tar from the *English*, at their own prices. And it was further added, that supposing the *Dutch* should not take any at all from the *English*, it would be no impracticable matter for the latter to vend 5600 Lasts of Pitch and Tar in *Europe*; which was the quantity that the *Swedes* then furnish'd to the Tar Company.

Of the Trade of Denmark.

The weighty Arguments that were brought on both sides, for and against that great Undertaking, made both the Government and the Merchants full upon a medium, by which they thought they might probably avoid the Misfortunes and Inconveniencies that attended either of those two Extremes. For if the *English* had contracted for the whole, they might have been in danger of losing considerably by the Bargain; except that by extraordinary Accidents, the *Dutch* had been driven to the necessity of buying theirs of them. And if the *Dutch* on the other hand had contracted for the whole, the King might, of consequence, have been reduc'd to the vexatious necessity of taking of them, at their price, the supplies that were indispensibly necessary for the Royal Navy, nor should the Merchants have had any other certain means left them of providing the quantities they had use for in their Trade.

Since those times, divers Treaties have been made between the Crowns of *Great Britain* and *Sweden*, for the Regulation of our Commerce and Privileges with that Nation; by vertue of which, our Merchants are protected in their Immunities: And in case of any Injury received, may make Application to the *English* Resident or Consul, under whose Protection they are safe.

We receive from that Country, Pitch, Tarr, Hemp, Brass, Iron, Copper, Furrs, &c. And we send thither, Woollen Manufactures, Lead, Tobacco, Sugar, and some Spiceries and other *India* Goods, &c. And sometimes Money, which we remit by Bills of Exchange.

Stockholm is the Metropolis of the Kingdom, and Seat of the Government, as well as the most considerable Place for Trade. It was first an Elective and then an Hereditary, but very much limited Monarchy; 'tis now one of the most despotic in *Christendom*.

I come next to speak of the Trade of *Denmark*, of which the Capital City is *Copenhagen*, standing upon the Sea; and tho' it be not naturally so strong, nor of that circumference as *Stockholm*, yet it is artificially well fortified; and (the Country being plain) of a much better Situation. There is a Canal that hath no more stream than there is before *Stockholm*, yet it is deep enough for some Merchant Ships to ride in safely: The Palace hath nothing very extraordinary, only there is a Tower which is very remarkable for its height, but especially for its ascent; which being paved so up and turned at the top, riseth insensibly without Stairs.

This Country affords Fish, Tallow, Hides, Buck-Skins, Furrs and Wood, almost of all sorts; besides a great quantity of live Cattle, they yearly send into *Germany*.

Elsinore, which of it self is but a Village, is both famous and considerable for its Vicinity to the Streights of the *Sound*, where the King of *Denmark* raises a very considerable Toll of all Ships passing that way.

The Inhabitants of the Country, being frugal and hardy, consume but few of the *India* and other Foreign Commodities, that minister more to Luxury than to the Necessities of humane Life. Their Trade is more considerable in their own Neighbourhood than in the *Southern* parts of *Europe*; their Ships are strong, and they don't want good Mariners.

The Kingdom of *Normay*, by the extinction of their own Royal Line, fell long ago to the Kings of *Denmark*, under whose Obedience it still remains. That Country, besides Fish, Furrs, Train Oyl, Cables, Masts and other Tackle and Furniture for Ships, produces immense quantities of Deal Boards and Furr; which they vend to the *English*, *Dutch* and other *Europeans*.

Muscovy comes next, and as the *English* do daily improve and augment their Traffick to that vast Empire, by a strict and particular Alliance, with which they may be in a condition to dispense with the Trade to some other Countries, when they cannot enjoy it upon reasonable Terms, it will be fit to give a more particular Account, both of the nature of their Commodities and genius and circumstances of the People, than if that Nation were better known.

Muscovy is properly but the name of a Province, of which *Muscom* is the chief City; but as *France* communicates its Name to all the Provinces under that Dominion, so by *Muscovy* are ordinarily understood all the Provinces united under the Obedience of the Czar. This Country is a Part of the *European Sarmatia*, whereof the Ancients make mention; which is otherwise called *Russia* or *Roxolania*, and from thence comes the Name of *Russians*, which is given to the *Muscovites*.

This Empire, which is doubtless the greatest of all *Europe*, extends it self *Northward* to the frozen Sea, beyond the Arcticque Circle, *Eastward* it is determinate by the River *Oby*; *Southwards*, by the *Crim-Tartars* and *Precochia*, and on the *West* by *Livonia*, *Poland* and *Sweden*: So that in its whole extent, as well in *Asia* as *Europe*, it comprehends thirty Degrees, which is near six Hundreds Leagues; and in its Latitude sixteen, which is above three Hundred.

This Country is so advantageously situate for Commerce, that if the other Affairs of the present Czar, or Emperor of that Country, permit him to prosecute the Design he is said to have form'd, of improving the happy Situation of his Dominions; *Muscovy* may in all probability, become one day, as much the Object of the Jealousy and Envy of its Neighbours, as ever it has been of their Contempt.

And becaule Commerce has a greater dependance upon the respective Constitutions and Customs of the Countries in which it flourishes; it will be necessary to take a particular view of the State of *Muscovy*, with which our Trade is growing every day.

The State of *Muscovy* is Monarchical, but so Despotic and Absolute, that the Czar being Lord and Master over all his Subjects, disposeth uncontrollably of their Lives and Estates as he thinks good. And under this kind of Monarchy it was that they lived, which were anciently called *Barbarians*, as the *Assyrians*, *Medes* and *Persians*, whose Princes Usurp'd that unbounded Authority over their Persons and Goods, governing their Subjects no otherwise than as their Slaves. And such at this day is the Government in *Turky*, where the Grand Signior hath so absolute a Sovereignty over his Subjects, that he disposeth of their Lives and Fortunes, no less absolutely than the other.

The

The Czars of *Muscovy* having the Power and Right of disposing of the Lives and Estates of their Subjects, in this vast tract of Ground under their Dominion, no question but it is absolute over all depending upon that Government. It is the Czar alone that gives Laws to the People, it is he that disposeth of the Government of Provinces, it is he that levies Imposts and Taxes; and in short, doth every thing that he pleases. And from hence it is he is called Grand Seigneur and Czar; and otherwise *Velika Knez*, which signifies *Great Duke*; his Arms are an Eagle with two Heads, carrying three Crowns, imports *Muscovy*, *Casan* and *Astracan*, the which two latter being Kingdoms he possesses in *Tartary*. There is also in his Escutcheon, a Cavalier represented in combat with a Dragon, which without doubt, must be intended for *Michael the Archangel*, or *St. George*; and as the Authority of this Prince must be acknowledged to be great, so his Revenues must be owned to be very extraordinary. For besides his proper Demains, which are very considerable, he hath an incredible Revenue from the Taverns, which he licenseth thorow all his Dominions; besides, five *per Cent.* he exacts from all Merchandise imported or exported, and a vast Sum of Money he receives from the Factors he employs himself. He hath a great Revenue also out of his Furrs and Cavyar; which being a Commodity he reserves entirely to himself, he makes very great Advantages that way. Yet this I must needs say, if his Treasure be vast, his Issues and Expences are not small, as well in respect of the Splendour and extraordinary Pomp he lives in, as the continual Wars he maintains with his Neighbours, either the *Swedes*, with whom he is now in War, or the *Polanders*, or else the *Turks* and *Tartars*. For which reason he frequently raises mighty Armies, and for his better Success, gives great Pensions to his Officers, which are paid very punctually; and by this means he draws many Strangers to him, whose Service he likes very well, and knows which way to gratify their Prudence and Fidelity.

The greatness of this Prince being establish'd in this manner, through the vast extent of his Dominions, by the abundance of his Wealth, the Magnificence of his Court, and the Absoluteness and Indisputableness of his Power over all his Subjects; it is not to be doubted but the same imprints a most profound Respect in the Hearts of the People towards his Person; and indeed so abject are they, and so submissive to their Sovereign's Commands, that they will themselves declare their own Servitude, and acknowledge they hold their Estates from God and him only. Some would not refuse any danger for his sake, and would, perhaps, many times be overjoy'd to expose their innocent Lives to the Capricious Humours, or to the Fury of their Lord. They will freely confess to be his Slaves, and as a Testimony of their Humility, they will never name themselves in his presence but with a Diminutive, as if a Petitioners Name be *Peter*, he will say: *I little Peter the humblest of all your Vassals, do implore, &c.* They boast of nothing more than the sparkling Eyes of their Prince (be he never so short sighted) for they cry always, I have had the Honour, or shall have the Honour to see the clear Eyes of our Czar. And did not *Christian* Modesty restrain them a little, in the Religious Respect they bear to their Monarch, they would be near to fly out into such extravagant Acclamations, as were used to King *Herod*; and say of his Voice, that it is the voice of a God, and not of a Man. They are very careful also of insinuating this reverence unto their Children, and of making them

them know the Majesty of their Prince, before they are capable of understanding the misery of their condition.

The City of *Muscow* hath the same inconvenience with the other Towns in *Muscovy*, which is, that it is built like them with Wood, some principal Houses excepted. Instead of being paved, they have only great pieces of Firr laid close together, and cross the Streets. It is at least four Leagues in circumference, but being much subject to Fire, its form and extent doth not continue long in the same condition. True it is, their Streets are broad enough, and from place to place there are certain intervals left to break off and interrupt the fury of the Fire; but the materials of their Houses being so combustible, they have much ado to prevent its progress. All the remedy they have, is to pull down the Houses that are next, to the end that by taking the matter that should nourish it out of the way; they may give the Flame more room to extinguish. But this not always succeeding, especially if the Wind be high, it happens sometimes, that they see a great part of the Town in Ashes in a very short space.

This Town hath three Walls, one of Brick, another of Stone, and a third of Wood, separating the four Quarters of the Town, which are called *Cataigorod*, *Czargorod*, *Scoradom* and *Strelitza Schoboda*, the Brick-wall divides *Cataigorod* from the the rest of the Town, that of Stone belongs to *Czargorod*, and the Wooden one serves as Ramparts and Bastions to *Strelitza*, *Schoboda*, which is properly the Quarter of the *Strelitza*, or Musqueteers of the Czar's Guards.

Amongst the Rivers that pass by this City, *Musca* is a fair one, which gives it its name; it rises in the Province of *Twere*, and loseth it self in the *Volga*, where the Stream joins with the River *Occa*, not far from *Columna*. Besides these, there are the *Neglina* and the *Yagusa*, two little Rivers which run by the City, and fall into the River *Musca*.

But that which is the greatest ornament to this City, besides the Rivers I have nam'd, is the great number of Churches and Chappels, together with the Czar's Castle, which is called *Cremelena*.

Their Churches are generally of Stone, arched, and of a round form. They are a great ornament to the Town, by reason of their Steeples, which are covered over with Lattin, whose glittering seems to redouble the brightness of the Sun. As to the number of Churches and Chappels in *Muscovy*, they are reckon'd above two Thousand.

The Czars Castle is of that greatness, that it is about two Miles in circumference. There is in it a very fair Palace of Stone, built after the *Italian* fashion, and another of Wood, which the Czar chuses to reside in, as the more healthful of the two. The Patriarch also, and several Boyars have their Houses of Stone within this Castle, besides two Convents, one of Monks, and the other of Nuns. There are also a great number of Churches and Chappels of Stone, and amongst the rest, one dedicated to St. *Michael*, in which the Tombs of the Czars are plac'd. All the Steeples of these Churches are covered with Copper, which the heat of the Sun hath burnish'd into a great resemblance of Gold; but upon one of these Steeples there stands a Cross of massy Gold. There is there a Bell (which was made many years ago; by a *Muscovite*) of that prodigious bigness, that fifty Men might very well stand within it. It is about nine Fathoms in circumference. The Fortifications

of

of the Castle are also very considerable; for, besides that it is very well provided with Cannon; there is a large Ditch and three very strong Walls about it.

There are moreover, in *Muscovy*, great numbers of *Greeks* and *Persians*, and especially of *Tartars*, but they admit no *Jews*. The *Greeks* of all Strangers are the most welcome to them, as being in many things conformable with them, particularly in matters of Religion. The *Protestants* and *Lutherans* are well received also, and have all of them liberty to hold Publick Assemblies, for the exercise of their Religion, which is not permitted to the *Roman Catholics*, for whom they have a particular aversion. But to the end, that Foreign *Christians* may live together with more liberty, there is a *Sloboda*, or great Suburb without the Town, where most of them live, according to their own way. And in this Place it is the *Germans*, *English*, *Hollanders* and *Polonians* do most commonly reside.

The Town of *Archangel* (so called from St. *Michael* the Archangel) is situate on the Bank of the River *Duina*, on the left hand as you pass from the white Sea. Which tho' indeed it be not very great, is yet so Populous by reason of the great Trading thither, that it is scarce capable of all the Inhabitants. And indeed it is in respect of Commerce especially, that this Town is so considerable; for hither it is that the *English* and the *Hollanders*, amongst other Commodities, transport Cloth, Velvet, Damask, Spices, Tin, Lead, Wine and Strong-waters; but because the *Muscovites* swallow down small Wines like River-water, they send them no *French* nor *Rhenish* Wines, as being not strong enough for them. On the *Muscovite* side, there is great store of Corn exported, Caviar Furrs, Hemp, *Russia*-leather, and Wax. It is about an Hundred and fifty years since this Trade was driven by the *English* from *Narva*, in the time of *Edward VI.* King of England, and *Ivan Basilovitz*, Emperor of *Muscovy*.

For *Edward VI.* having set out a Fleet, for the establishing a Trade in some unknown Country, the Fleet having followed the *Northern Passage*, was at length brought into this Port; and hence it was that *Ivan Basilovitz* (to recompence the generous designs of the *English*, whose Pains and Industry had opened a Trade into these Parts) gave them a Priviledge of Commerce to that Town without any Custom or Impost. And this was the occasion upon which the great amity betwixt the two Crowns was established, to the no small advantage both of the one and the other.

Besides Furrs of Otters, Martins, common Foxes, and Hares; they have some more precious, as your black Fox, Sables, Beaver, Ermines, and Gray Squirrels. They have white Bears also, whose Skin is of great value, and much used by great Persons, to hang behind the back of their Sledges, as an Ornament, when they Travel or pass through the Towns, the Skins of the common Bears are of much use to the same purpose, which Beasts are there in so great Numbers, that they do not only infest the High-ways in Winter and make them Dangerous, but Troping Village, and destroy it, their Wolves are no less fierce, and sometimes they have much ado to defend themselves against them; they have white Wolves too, but not so frequent. They have a Water Rat, whose Skin is of a pleasant smell, and very proper to lay amongst Cloths.

They have Hemp and Flax in that abundance, that notwithstanding what is exported from *Archangel*, Linnen amongst them is very cheap. It is not necessary to mention the Leather of *Russia*, being a thing so well known in *Europe*, by the means of the *English* and *Hollanders*, who transport it daily from *Archangel*. Cloth is the only thing that is wanting to the *Muscovites*: What they make there being coarse and thick, and for the use only of the Peasants; which gives occasion to the *English* and *Dutch* to drive a great Trade thither every year with that Commodity.

But the privileges of the *English* Subjects having suffered a considerable Diminution in the time of the Confusions during the Civil Wars and Rebellion of *England*: At the Restoration of King *Charles II.* his Majesty sent thither an Ambassador Extraordinary, who having solicited the restitution of the ancient Immunities of the *English* Nation, was answered by the *Muscovites*, That those to whom the Privileges they so much insisted upon, had been granted, were now dead; that the *English* Merchants did not observe their Contract to provide his Czarish Majesty's Magazines, as they ought; and that they cheated the Czar of the Duties of Tobacco, &c. with some other frivolous Allegations, which occasioned a Memorial to be given in to that Court to the following purpose.

That the Merchants have from time to time all along, yea even to the very time of his Czarish Majesty's taking away of their Privileges, furnish'd his Treasury with Cloth, Tin, Lead, Pewter, and all other Commodities of the Growth and Manufacture of *England*, at prices far cheaper than the *Dutch* or *Hamburghers*, did or could deliver them, if their Commodities were answerable to those furnish'd by the *English*. And it is affirmed by the Company of *English* Merchants, that their Servants and Factors have at several times offered to deliver Goods into his Majesty's Treasury at the prices they cost in *England*, but they cou'd not be accepted, And when they have been accepted or received into his Czarish Majesty's Treasury, the Factors here could very seldom, or never get their Monies without great Bribes to his Officers, nay several of them could never get any thing for their Goods so delivered. And the said Merchants do and can justly affirm, that his Treasury hath not suffered in that particular; but that they have been much sufferers in what they have delivered for want of good payment, As to their dealing with Tobacco, the Company's care and orders were such (each Member being under an Oath to observe the same) that if any Man Trading under the Privileges, were known or found to have any, it was presently taken and burnt before the *Russes* his Subjects, whereof many Precedents may be produced, so that in this particular there is nothing proved, no not so much as any one instance of any one Member of the Company trading here under the Privileges. As to buying of Stranger's Commodities, the Merchants privileged here, have ever been so far from dealing in prohibited Commodities, as also from taking or meddling with any Stranger's Goods to carry them from *Archangel* to *Muscovy* Custom-free, and so defraud his Majesty of his Customs, that they have from time to time, made very strict Orders to the contrary: So that if any Person were faulty in that particular, he should be delivered to the Emperor's Laws, and not be protected by the Agent or Company there residing. Nay, further of late years, the Company has been so fearful to offend in colouring Stranger's Goods, that they have made strict Orders to prohibit all

Trade with the *Dutch*, *Hamburghers*, or any other Strangers, either at *Archangel* or any other Place in his Dominions.

As to the first Merchants being dead, it was never understood (as far as I know) by his Czarish Majesty's Predecessors here, nor (I am sure) by the Kings of *England* (who by their Ambassadors capitulated and made Agreements in which the Companies Privileges were included) that those Privileges were made only to particular and individual Men, and that when those Men should die, the Privileges should cease, or die with them. For it was then understood that the Privileges granted were due to the Nation; and not to those Men only which were then nominated, but likewise to those who should succeed them in their Trade.

And for what concerns the Petition of the *Gosses* and all other Tradesmen of the *Muscovian* Dominions, and all the pretences which are muster'd up against the *English* Merchants; I shall only say at present that it seems natural enough to me that the *Gosses*, a small number of Persons, might desire thereby, to ingross the whole Trading to their own Hands, though to the prejudice of the generality of his Czarish Majesty's Subjects: But that the whole Tradesmen of *Russia*, who receive great Advantage from the Traffick with the *English* should in that manner petition, seems not so probable because less reasonable.

However, little or no redress was obtain'd at that time; for the *Muscovites* being a People tenacious of their own Principles and Maxims, and tedious and difficult in their Negotiations, it was not possible for the Ambassador to bring the matter to a conclusion, within the time appointed for his Residence at that Court. But things have been since brought to a thorow Accommodation, and our Trade thither is now in a flourishing and hopeful Condition.

The *Muscovites*, notwithstanding their Ignorance in good Learning and Breeding, are extremely Subtle and Cunning, and very commonly out reach Foreigners in their Dealings.

Livonia.

Riga is the principal City of *Livonia*, and a considerable Place for Trade. Their Commodities for Exportation are Corn, Hemp, Flax, Honey, Wax, Horses, Furrs, &c. which they exchange with other Nations for Woollen Manufactures, Wine, Oyl, Sugars, Spiceries, and other Foreign Goods.

Revel, next to *Riga* is considerable for the same Trade.

Hamburgh.

Hamburgh is a free Imperial City, driving a very considerable Trade to *England*, *Holland*, *France*, *Spain*, *Italy*, *Denmark*, *Sweden*, and most other Parts in *Europe*.

Their Commodities are much the same with those of *Dantzick* and the rest of the *Hanseatick* and *German* Towns. The *English* have a considerable Factory there, for vending of their Woollen Manufactures, &c. And they bring hither great quantities of their Commodities.

The *Low Countries* are naturally divided into three Parts, viz.

The United Provinces, commonly known to us by the Name of *Holland*: And the rest of the seventeen Provinces, distinguish'd by the Name of the *Spanish* and *French* *Flanders*.

To enter into a particular discussion of the Trade of *Holland*, wou'd be to canvass the whole Inferiour Creation; there being scarce any corner of the known World in which the *Hollanders* are Strangers. Their Country is the common Mart of *Christendom* for all manner of Commodities. For by their frugal way of living and their indefatigable application to Trade and Commerce, and the Encouragement they give it, they undersell foreign Merchants in their own Commodities, and sometimes sell, even in *Holland* itself, some sorts of foreign Goods, cheaper than they are sold at the same time at the Port from whence they came.

The Fishing Trade above all others has enrich'd *Holland*, and 'tis principally to that they owe their former rise, as well as a great part of their present support. And 'tis hop'd that *Great Britain* may in time, have thoughts of making some Advantage for themselves of that Commodity, by which their Neighbours have got so much.

Next that, their *East-India* Trade has been very beneficial to 'em. That Trade is managed by a Company, which is now one of the most powerful in *Christendom*, and able on all extraordinary emergencies to lend the States whatever Money they have occasion for.

Besides that, they have other Communities for Trade, and their Subjects visit all the corners of the World. They are however behind hand with *England* in their *American* and *West-India* Establishments: But then they have the better of us in the *East-India*, *Greenland* and *Affrican* Trade, and many others.

It wou'd be endless to enter into the detail of their Affairs; that task I shall refer to another Opportunity, when I hope to have more room to give a larger Account thereof; and shall now content my self to tell the Reader, that the Trade of *Holland* is the most Universal and Extensive of the whole World.

As for the *Spanish Flanders*, they have little Foreign Trade, but vend their own Commodities and Manufactures to the *Dutch* and other Neighbours; such as Corn, Lace, Linnen, Camlets, &c.

Of the French Flanders in speaking of France.

During the Reign of K. *Charles II.* and till the Abdication of his Brother the late K. *James*; *England* drove a Trade with *France*, in which the *French* were the greatest Gainers. For they having prohibited our Woollen Manufactures, and we still admitting their Silks, Wines, Brandies, Vinegars, Confections, Hard-ware, &c. We lost very considerably upon the ballance with them. But the *French* Refugees having taught us their Manufactures, and the late War having wean'd us from the *French*, and accustom'd us to the *Spanish*, *Portuguese*, *Canary* and *Italian* Wines, &c. during the last Peace, we took such small quantities of the *French* Commodities, that the little Trade we had to that Country was to our Advantage.

And as 'tis not here my design to enter into any particular Account of the Trade of any Country, except as far as it has relation to *England*; I shall only say with regard to that Trade, that nothing can be said to purpose about it, till by a Treaty of Peace and Commerce, our Trade is regulated: It being of little Importance to give any speculative Notions of a Trade we have no Opportunity of reducing into practice.

of Spain, Italy, Turkey, &c.

Being now come to the Trade of *Spain*, passing by what does not concern us, I shall in the first place premise, that the *English* carry thither Woollen Manufactures, *East* and some *West-India* Goods &c. and bring from thence Wine, Brandy, Fruit, Confections and Speeies of Gold and Silver, that is to say, Pistoles, and Cobbs, or Pieces of Eight.

The *Spaniards* have the Slavery of digging and refining the Money, and when they have got it, they part with it to the *English* and other Nations more industrious than they, for the Commodities they stand in need of.

And because the Riches of the *Spaniards* do chiefly consist in the Product of the *American* Possessions, which are brought to *Europe*, by their Plate-Fleets, in which both the *English* and *Dutch* are principally concern'd; I shall speak more particularly to that point.

As for the Trade to the *West-Indies*, and the Merchants and their Commodities, and the Privileges and Immunities granted them. There is an Ordinance that *India* Traders be not molested in *Sevil*; and another that they be not put to make Declarations, nor troubled about the Alcavala's or Duty upon Goods sold; that their Bales made up to be shipp'd, be not opened, and no notice to be taken whether they transport prohibited Goods or not. Nor are they to give in any Account of their Export to the Officers of the Customs; and therefore all Bales are rated by Weight, those for the firm Land at 5100 Marvedies per Arrove, or quarter of an Hundred, and those for *New Spain* 3600 and so to pay Custom and other Duties proportionably, and this method is unalterable.

Traders to the *Indies* are not obliged to use Brokers in selling and buying their Goods, neither is there a price set upon them by the Magistrates; they also have the Privilege of bringing Wine from any Place whatsoever, to Ship off for the *Indies*, and of stowing it in any Place of *Sevil*.

The Merchandizes carried out of *Spain* to any of the Windward Islands, are not allowed to be transported from the Place they were enter'd for without being first landed there, and are only to be transported from one of those Islands to the other by Merchants inhabiting there.

Provisions and Commodities sent for the Use and Subsistence of the Soldiers in Garrison at *Florida*, are free from all Impositions and Duty for Convoys, and they us'd formerly to have an Agent allowed them at *Sevil*, to send them some Commodities for their better support; but this has not been practis'd of late years.

Commodities brought from the *Indies* which are transported out of the Kingdom, were not allowed to be landed at any Port, till they were brought to *Sevil*, because the Duty of Exportation is not comprehended in the Indulto. Yet of late years, this Duty is taken at the Ports where the Ships come to an Anchor at a very easy rate, because it is intollerable, if taken to the rigour.

No Strangers are allowed to sell any Commodities upon trust to be pay'd in the *Indies*.

The Charge of Fleets sent to the *West-Indies*, being very considerable, is at present managed by a *Condator Mayor*, and four Auditors or Accomptants, to whom the President and Commissioners of the *East-India-House* are to be

be assisting. This Chamber audites the Accounts of *Haboria's* of *Armada's* and *Flota's*; of the Artillery, of Goods belonging to Persons deceased, or that are absent or such as are deposited; of the Post-Master, of the Receiver of the King's Fines, and the expence arising from the execution of Justice.

They have their Chamber in the *India House*, and are to attend three hours in the Forenoon, and three hours in the Afternoon, except *Tuesdays* and *Saturdays* in the Afternoon, when they are to attend the President. They are subordinate to the Chamber of Directions, to whom they have recourse when they have any thing to acquaint his Majesty with. They may command Accounts to be brought in, and punish such as disobey. If any appeal happens from the decision of this Chamber, the Cause is to be tryed by the Chamber of Direction of the *India House*.

When the Accounts are audited, the *Condators* have power to receive the Ballance. All Commanders whatsoever commissioned for the *West-Indies* are to take out Certificates from the *Condators* of *Haboria's*, to testify that they owe nothing, before they can execute their Employments.

Haboria is the Duty receiv'd of all sorts of Commodities brought from or carried to the *Indies*, which falling short to defray the charge of securing the Seas, there was an Additional Duty invented.

There is a Duty of two in the Hundred levyed upon all Plate that has paid the King's fifth Part, to defray the expence of the Men of War for convoying the Plate from *Calles* to *Panama*. The *Haboria Grueffa* is of two sorts, the one when the ordinary Duty is encreased upon Account of encreasing the *Armada*, the other when the Loss of Goods damnified, is equally imposed upon those that are sav'd. The old *Haboria* is 60000 Ducats a year, by it self, the Interest whereof at 5 per Cent. is to pay the Debts upon the Branch of the Revenue and the Sallaries of Officers belonging to the *India House*.

The first Imposition of this Duty in the year 1543 was at the rate of two and a half per Cent. and afterwards was gradually rais'd to six per Cent. And in 1544. the King ordered that only twelve per Cent. should be rais'd for the charge of the *Armada's*, then it was Farm'd by private Persons. And in 1628. it was committed to the Court of Consulship for six years.

In the year 1660. no Person was obliged to enter their Gold and Silver that came from *Mexico* or *New-Spain*, only what was in Bars and Ingots should be coin'd in the King's Mint, and that Gold, Plate, and the rest of the Product of the *Indies* should be free from all Impositions, the Traders contributing towards the expence of the *Armada's* and *Flota's*, their several proportions following. The *Peru Trade* 350000 Ducats; that of *New-Spain* 200000. that of the new Kingdom of *Granada* 50000. that of the City and Province of *Carthagena* 40000. the King's Revenue for what might accrue to it on account of *Haboria's* for *Peru* and *New-Spain* 50000. so that the whole allowances came to 790000 Ducats. Any Person owing to the Duty of *Haboria's*, is not privileged in his Person as in case of other Debts.

There was formerly belonging to the *Haboria's* only one *Condator Diputado*, or Comptroller; but of late there is two. The Receiver gives 30000 Ducates security, whose Sallary is 1000 Ducats Plate.

Of the Trade of Spain.

Of those Officers belonging to the *Armada's* whose business is on Shore, the first is the Proveedor General; whose business is to furnish the Fleets with provisions and Stores. Provisions in time of scarcity may be seized in any Place of the Kingdom for the *Armada's*. The Corn is delivered in Specie to the Bisket Bakers, of whom the chief Officers are to take strict cognizance.

The Proveedor is subordinate to the President and Commissioners of the *India House*, without whom he can finish no Bargain, he is allowed four under Commissioners for Affairs not exceeding 300 Royals. The Veeder oversees all he does, and is to give an account of all the Provisions he Ships off, to the Commissioner that dispatches the *Flota's*. Provisions for the use of the *Armada's* are free from all Duty. The Proveedor is allowed a Deputy, with an Assistant to his Deputy, he has also the chusing of the *Alguazil*, and the Commissaries for buying Provisions,

The Captain or superintendent of the *Maestranca's*, that is of all the several Workmen employed about the *Armada's* and *Flota's*, has only charge of the Men of War. He views the Ships and gives an Account what the fitting or careening of them will come to, when Ships are fitted at the King's Charge, he supervises and appoints all the Work, and signs the Bills for Wages. In the year 1618. the daily hire of Carpenters and Caulkers was rated by the King at ten Royals, including their Diet, when they wrought at *Hercada*, *Borrego* and *St Lucas*, and eight Royals in *Sevil*, *Cadiz* and *Port St Mary*.

The Carpenters and Caulkers are to furnish their own Tools, and whoever steals any thing belonging to the Ship, forfeits 100 Ducats. There is a Master Carpenter and a Master Caulker, appointed by the King; as also two other Masters of the same Trade,

The *Tenedor de Bestimentos*, Store-keeper, besides the Rigging and Stores, has charge of the Ships when laid up.

The Visitors of Ships are next in dignity to the Commissioners, whose business it is to view the Ships, and appoint their number of Men, Stores, Arms and Ammunition. In the year 1609. it was ordered that no Ship under 200 Tun, should be admitted into the *Flota's*.

Every Ship is thrice visited before she proceeds to the Voyage; the first by the Visitors to see what Ships are fit for the Voyage, the second by the *Condator*, and the third is at *St Lucar* by the Visitors there. The over-loaded Ships are to be lightned at the Master's charge, who are to make Oath that they have no Passengers unlicens'd, or Goods unentered.

The Relator is a Lawyer appointed by the King, who is to attend when the Court sits.

Escrivano is us'd for several different sorts of Clerks. There is a chief *Escrivano* belonging to the *India House*, who has four under Clerks or *Escrivano's*, and they are again allowed Deputies. All Affairs both in the Chamber of Direction and Justice, must go through the Hands of the *Escrivano's*, with all Petitions and Informations relating to the *Armada's*.

The Distributer of Causes appoints business for the *Escrivano's*.

There are two Employments of the chief *Escrivano's* of *Armado's* and *Flota's*, one ashore, and the other at Sea, during the Voyage. The first of these Lists and reviews the Soldiers and Sailors, and is to see their Wages duly

duly paid them. Through his Hands pass all Orders for buying Provisions, Ammunition, or Artillery, and other necessities relating to the *Armada's*.

The chief *Escrivano* at Sea, keeps Account of what passes on board the Gallies and Flota's in the time of the Voyage. There is also an *Escrivano* on board every Ship, who takes an Account of all that is put on board.

The *Escrivano's* of allowances or Stewards, keep an account of the Allowances of the Masters Sailors and Soldiers.

The Count Duke de Olivares being hereditary Commissioner and chief *Alguasil*, chuses inferior *Alguazils*, the Goaler, and other Officers belonging thereto.

The inferior *Alguazils* are Officers in the Kings pay, for apprehending all sorts of Persons whatsoever: And before they are sworn are obliged to give in Security for performing their duty well.

The Prison adjoyns to the *India House*, and the Goaler gives 2000 Ducats of Plate Security; the Commissioners of both Chambers, visit the Prison, the Saturday before Palm Sunday, and the Eves of Christmas and Whitsontide, when they may all vote for the releasing of Prisoners, tho their causes be still depending before the Chamber of Justice.

The Chamber of Directions, the Chamber of Justice, and Office of *Habitoria's*, have each of them a Door-keeper, and the *India House* a Porter, who are all Messengers to summon Persons to appear; for which they take no Fees, unless the Party neglect the first Summons, and then they are to have a Royal for every Summons after the first.

There is four Procuradores or Solicitors appointed by the King, by whom all the Petitions are preferred.

As to Passengers, I design here to treat only of the Lay Subjects of Spain, it being too tedious to treat of all Passengers in general.

In the year 1511. all Persons without distinction, being Subjects of Spain, were allowed to go over to the *Indies*, but in the year 1518. all new Converts to the *Roman Catholick* Religion and their Children, the Children and Grandchildren of any that had worn the *St Andrews Cross* of the Inquisition, forbid to go to the *Indies*.

In the year 1552. it was ordered that no Person, tho such as were allowed, should go over to the *Indies*, unless they brought Certificates from the Places where they were born.

Before any Person go over to the *Indies*, he must have his Majesty's leave, or else that of the Presidents and Commissioners. The first Penalty for breach of this Law was 100000 Maravedies, that is 52 l. Sterling: In the year 1594. such Transgressors were to be sent to the Gallies for four years, and if Persons of Quality, to *Oran* for ten years. In the year 1607. all Captains and Masters of Ships carrying over such unlicens'd Passengers were to be punish'd with death. And in the year 1622. any Person only going on board without leave, was to be sent to the Gallies for eight years; yet this at present is only punish'd with a pecuniary Mulet.

The Commissioner may not only grant leave to *Mestizo's*, that is the Issue of Spaniards and Indians, but may force them to return. They may grant leave to Traders or Merchants to go to, or return from the *Indies*, they

Merchants
Passengers.

they giving security to return in three years. Batchelors who are not Factors, going over with leave, may stay and inhabit there. Any Inhabitants of the *Indies*, whom they know to be married, they may oblige to return thither, and they may also oblige Factors in the *Indies* to be accountable to their Merchants here, and Factors here to their Merchants there.

Those have Passes as Merchants who Ship Goods above the value of 300000 Marvedies,

Women who have their Husbands in the *Indies* are permitted to go over to them; the Women are to make the same prooffs, as to their qualifications as the Men. No single Women are allowed to go over to the *Indies*.

No Person tho commissioned by the King, being marry'd, can go without his Wife, and tho the Commissioners can grant leave to any Merchant to go with his Wife's consent, yet they cannot to Governours,

Passes or Licenses not made use of when granted, are of no use afterwards, nor any from the King, if they be not presented within two years.

No Captain or Master of a Ship is allowed to furnish the Passengers Diet. All Passengers are to make Oath, that they shall not stay behind at any Port the Fleet shall happen to put into.

The Rules about passing from one Province to another in the *West-Indies* are, that none go from *Venezuela* to *Granada* without leave from the King. None are allowed to go over to the *Philippine* Islands except Soldiers.

The Inhabitants of the *Indies* must have a License before they can come over to *Spain*, and must make it appear that they are not indebted to the King.

None can go from the *Canary* Islands to the *Indies* to settle there, without leave expressly had.

From the time the Ships sail from the *Indies*, till they are searched in *Spain*, no Man is to go on Shore but in case of absolute necessity.

In the year 1560 it was ordain'd, that Persons going over without leave, should forfeit all they had acquired in the *Indies*. And Pope *Alexander VI.* excommunicates all those that go over without leave.

No Clergymen are allowed to go over to the *Indies* without a License, and such as go without Passes are to be sent back to *Spain*.

By an order of the 9th of *November* 1530. all Foreign Friars are forbid to go over to the *Indies*, to prevent which, the Missionaries of the Societies are described in the Register of those Ships they go aboard of, that the Magistrates of the *Indies* may compare them, to see they be not changed.

In the year 1664. the Jesuits were allowed in the Missions his Majesty grants them for the Inland parts, to send one fourth part Strangers of their Orders, provided they be his Majesty's Subjects.

The Religious Men we have hitherto spoke of, are those the King sends at his own cost and charge, to be employed in converting and instructing the Natives, and he allows them for their Expences, and Necessaries, and Provisions at Sea. They are also allowed the *Viaticum*, or daily bread, in coming from their Monastries to *Sevil*, and the King pays for their Passage at the rate of 49 Ducats Plate for every Priest, and 36 for every Lay-Brother.

In the year 1588. there was an Order, directing the President and Commissioers not to permit any Religious Man of the Order of the *Carmelites*, to pass tho he have the King's Licence, unless it bear a *Non obstante* to the said Order. And in the year 1601. all religious Orders were prohibited passing that had no Monastries in the *Indies*.

In the year 1535. all Religious Men, not under Obedience, were prohibited from going to the *Indies*, unless that particular were express'd in his Majesty's Licence.

In 1552. all Religious Men were prohibited to carry any of their Kins-women with them to the *Indies*.

In 1553. it was ordered that no Friars that came under one Commissary to be ship'd off, should go to another.

No Religious Men of any Order can be Chaplains to Men of War or Merchant-Ships.

All Religious Men are prohibited to Trade or Traffick.

No Clergymen are allowed to go over till they have been examined.

Any Religious Man may go over to the *Indies*, giving security to return in such a time.

No Clergyman is allowed to officiate in the *Indies* who has not had his Pass.

No Clergyman can come over from the *Indies*, till he has been there ten years.

Any Clergymen that do not live in Obedience under their Order are to be sent into *Spain*.

No Religious Man can carry any more Money from the *Indies* with him than what is necessary for his Voyage.

An Admiral or Vice Admiral that brings over any Religious Man without leave, is to be fin'd in 500 Ducats, and other Commanders in 2000.

No Stranger is allowed to Trade in the *Indies* without Licence from his Majesty. And those who are Naturaliz'd are not to be Masters of Ships, or to enjoy any other Employment.

With reference to this Trade, all are counted Strangers that are not born in the Kingdoms of *Castile*, *Leon* and *Aragon*; and the *Navarrois* are admitted, as being Naturaliz'd in the years 1553 and 1581.

There is an Order in the year 1591. for expelling out of the *Indies* all Persons who were not Natives of *Castile*, *Aragon*, *Valencia* and *Catalonia*.

Those who are Natives of *Castile*, *Aragon*, *Valencia* and *Catalonia*, must prove themselves such by Certificates from the Parishes where they were Christened. There is a Law that all the Children of Strangers born in this Kingdom, shall be accounted Natives in the *Indies*.

It was decreed in the year 1562. that such Strangers that resided in *Spain* or the *Indies*, ten years, and marryed to *Spanish* or *Indian* Women, should be accounted Natives. But in the year 1608. the term was enlarged to 20 years, ten of which they must be marryed to *Spanish* or *Indian* Women, and then they are only to Trade with their own Stocks, upon pain of forfeiture of both the Parties Goods, and the former Naturalization.

In the year 1661. it was ordered that no Stranger should sell Goods upon trust, to be paid in the *Indies*, and that the Goods so sold should be forfeited.

A Stranger, before he is Naturaliz'd, must have an Estate Real, to the value of 4000 Ducats.

There is a Book in the *India House*, of such Strangers as may Trade to the *Indies*, and such as may not. In the year 1557. it was ordered, that who-soever bought any thing of a Foreigner, should be sent Prisoner into *Spain* and forfeit half his Goods. Another Law forbids all Strangers residing in the *Indies*, or going over thither, and that such as are there shall be expell'd.

All Strangers and Enemies to the Crown of *Castile*, taken beyond the *Canary Islands*, were to be executed without acquainting his Majesty, but now it is not so.

From the Order of expelling all Strangers out of the *Indies*, Sailors and Handicrafts Men, who have lived many years in the *Indies* and are married, are excepted.

Letter Carriers in *Spanish* are called *Correos*, and these are Foot Posts, those that ride being commonly distinguished by the Name of *Estafetas*. In *Peru* they call them *Chasquis*, whether they be Foot or Horse Posts,

The Office of Post-master of the *Indies* was instituted in the year 1514. who had also the dispatches of all Expresses sent by Sea to *Spain*, or from *Spain* to the *Indies*.

In the year 1628. the Council rated all Letters brought from *Spain* to the *Indies*, or from the *Indies* to *Spain*, as follows, viz. for every single Letter a Royal, and for all above that, a Royal an Ounce, for as many as the Packet weigh'd, and if a pound, half a Royal for all that is above.

In the year 1633. the Count *de Onate*, who was General Post-master of *Spain*, was made Post-master of the *Indies* by Inheritance.

The Post-master of the *Indies* is an Officer of the Royal *India House*, and therefore he, who is chosen to execute it by the Proprietor, is sworn as other Officers are.

The Post-master of the *India House* resides at *Sevil*, and is to receive all Dispatches sent from the *Indies*.

The Post-master is forbid to Farm any Post under him, but they are to be committed to some Persons appointed him.

It is enacted, That when one Person hires a Packet, the other Letters that go by that Packet, be not delivered till so many hours after those, sent by him that employs him. The Post-master is forbid putting many Letters together in a Packet to raise the Postage.

When any Express is going that is not private, the Messenger may take Packets by the way at the ordinary Postage.

The Post-master is only allowed the tenth part of what is paid for Expresses. No Stranger is to be employed in the Post Office.

The settled allowance is eight Royals, Plate, a League, and then the Messenger is to perform 30 Leagues a day.

When an Express is sent with the news of the arrival of the Galleons and Flota's, he is to carry no Letters but what is mentioned in his *Parte*, which is a Certificate of the Place, Day, and Hour of his out-setting, and what Letters he carries.

In the year 1502. it was ordered that no Magistrate or private Person should presume to open or detain Letters, or hinder any Person from writing under severe Penalties.

In the year 1664. it was ordered that a Copy of Packets, sent to the *Indies*, belonging to the Council, should be kept in the *Contadaria* or Comptollers Office of the *India House*.

For the forwarding the Trade of the *Indies*, there were certain Partnerships instituted, whom they formerly call'd Merchants of Gold and Silver, but now they are term'd Buyers.

The business of this Employment is to buy Gold and Silver Ingots, and have it coyn'd.

Those Buyers have no need of any Warrant from the King, but two of them being Partners, are obliged to give 40000 Ducats Security.

This business of buying Gold and Silver is free to all Men, and is not very advantageous, their profit being about four Marvedies in a Mark of Silver, and one Marvedie in a Peso of Gold; that is about a half penny in eight Ounces of Silver, and half a Farthing in eight Shillings value of Gold.

After giving Security of 40000 Ducats, the Principals are bound jointly to be answerable for all the Gold and Silver, both or either of them receives, and to deliver their Plate into the Mint, and the Prior and Consuls declare themselves satisfied with the Security.

The *Escrivano* of the Mint takes an exact account of all the Gold and Silver carry'd in, that it may be made good by the Treasurer.

The King's Plate is sold according to the Assay, put upon the Bars in the *Indies*, at 6 Marvedies and a half, over in every Mark, or eight Ounces, the Duties belonging to the King's Privy-purse, to be left with the Treasurer. The Gold is to be sold upon condition to be assayed, after the rate of 605 Marvedies for every Peso, 22 Carrats and a half fine.

Silver that has sometimes a mixture of Gold in it, is sold according to the Assay in the *Indies*, and six Marvedies and a half over in each Mark, and the Grains of Gold in it, at six Marvedies a Grain, and there are three Royals and a half each Mark, of what it amounts to after this abated for the charge of separating the Gold from the Silver.

The Plate belonging to the Lords of the Council, is sold at the same rate.

The *English* and *Dutch* have a considerable Interest in the Plate Fleet, as having from the beginning largely contributed towards the charges of the *Spanish* Expeditions; which was conniv'd at by that Nation who wanted Money to carry on the vast Enterprizes at which they had grasp'd: And tho for some years past, they have been deprived of their Shares, by the Duke of *Anjou's* Accession to the Throne of *Spain*, 'tis to be hop'd now there is so much Appearance of his being compell'd to leave that Crown, that they will, in due time, be indemnify'd of all their Losses.

I now come to speak of our Trade to the *Streights*, which consists of several Branches: As that to *Italy*, *Turky*, *Barbary*, &c.

Our Trade to *Italy*, is much of the same Nature with that to *Spain*. We carry thither Woollen Manufactures, and some other *English* Goods, and take there, Wines, Oyl, Fruit, looking Glasses, and several other Goods of the Product and Manufacture of that Country.

The principal Places to which we trade, are, *Venice*, *Genoa*, *Florence*, *Leghorn*, *Palermo* and *Messina* in *Sicily*, and some other Ports.

Our *Turky* Ships do very often touch at *Leghorn* to take in there Pieces of Eight, which is the Money that passes best in *Turky*; and likewise to take in Provisions and Refreshments,

The limits of this cursory Discourse, won't allow me to descend to any thing of a particular Account of the Trade of *Italy*, which is too extensive to be comprehended in so small bounds. And so it shall here suffice, that I acquaint the Reader, that in former times, *Venice* and *Genoa*, were the greatest Marts of *Christendom* for *India* Goods, before we had found out the way of going about by Sea. The *Venitians* do still maintain a good part of their Reputation in the World; but that of the *Genoese* is so entirely sunk, by the manifold Affronts they have suffer'd to be put upon them by the *French* and others, by whom they have been overaw'd, that they are hardly look'd upon as a free Republick.

As for our Trade to *Turky*, I partly refer my self to what I have said in the beginning of this Discourse; not designing here to enlarge upon it.

We carry thither Woollen Manufactures and some other *English* Commodities. There is commonly at the Port, an Ambassador from the Crown of *England* to protect the Merchants in their Traffick; which is very considerable.

Constantinople is the Metropolis of *Turky*, and the Seat of their Emperor; where of consequence, our Ambassadors reside; but *Smyrna* is the principal Port, whither we carry our Commodities by Sea.

The Commodities that are found here to abound, and that are hence transported into other Countries of *Christendom*, are Cotton Wooll, which in great plenty grows in the adjoining Plains of that City; also Galls for Dyers, Anniseeds, Wax, Cotton and Grogram Yarn, Carpets, Grograms, Camlets, Mohairs, and some Fruits and Drugs; raw *Persia* Silk is likewise brought hither by Land from *Persia*, and all other Commodities found in *Turky* or of that Growth are there to be had, and the Commodities there vend'd from *England*, are Cloths of *Suffolk*, *Essex* and *Gloucester*, Kersies of *Yorkshire* and *Hamshire*, Lead, Tin, Callicoes, Pepper, Indico and other Spices, which within these late years we had formerly from this and other Places of *Turky*, and which now by the Commodity of the *East-India* Trade and Navigation, we carry to them; and from *Venice* is brought thither some Cloth, Paper, Silks, Velvets, &c. and from *France*, some few Cloths and Paper, &c. great store of Bullion, which never returns into *Christendom* more, carried thence the *Armenians* and *Persians* to their Native Countries.

The *English* commonly enjoy greater Privileges in *Turky* than any other Nation, having several particular Exemptions, which are not granted to others.

The Commodities of *Aleppo* are commonly those of *Asia* and *Africa*, as Spices of all sorts, Drugs of all sorts, Silks of *Persia*, Gems of *India*, Spices of *Arabia*, and the common Commodities proper to the Country, as Grograms, Grogram Yarn, Galls, Cotton and Cotton Yarn, Silk of *Tripoli*, *Bocai*, *Bedovine* and *Damasco*, and other sorts in great quantity. But now let us say a word of the Trade of *Egypt*, which is likewise under the Dominion of the Grand Signior.

Damietta, called by the *Arabians*, *Damiat*, a famous City of *Egypt*, is situate upon the *East* side of *Nilus*, about eight Miles from the mouth of it. Next to
Cairo,

Cairo, it is the greatest, most beautiful, the richest, the most populous, and the fullest of Merchants of all *Egypt*; for the conveniency of Trade draws thither a great number of People from all Parts of *Turky*.

It is built upon the River *Nilus*, in the form of a half Moon. The Waves of this River, that wash the Foundations of their Houses on that side, and the great number of beautiful Mosques, together with the Fleet of Ships and Barks that ride in the Haven, yield a most delightful prospect.

There are no Walls, nor Fortifications, only a round and very high Tower, that stands at the end of the Town towards the Sea, where there is neither Watch nor Ward, nor Guns.

In this City there is great trading in Linnen, Rice, Coffee and Stuffs; a great number of Ships go out of this Haven every year, small and great, loaded with Rice for *Turky*.

Alexandria, likewise is a considerable City of *Egypt*; there are two Havens in it, the one called the old Haven, where Ships enter in with a *Westerl* Wind, but now it is of no use but to secure the Vessels that sail from the *East* towards the *West*, when the bad weather obliges them to seek for shelter. The other is called the new Haven; where all the Ships arrive, and where they now cast Anchor.

And now I am speaking of the Trade of *Egypt*, I shall give an Account of the Commodities that are carried from *Egypt* into *Europe*, whether by way of *Marseilles*, or by *Leghorn* or *Venice*, with their ordinary prices.

The Commodities that are ordinarily carried out of *Egypt* into *Europe*, are,

Gums.

As of *Benjoin*, whereof 110 Rotols cost 75 Piasters.

Bdellion, whereof the Quintal costs 50 Piasters.

Arabic, whereof 133 and one third of the Rotols of *Cairo* costs 6 Abukelbs.

Adrogant, whereof the Quintal of 110 Rotols, costs 10 Piasters.

Lack, whereof the Quintal of 110 Rotols, costs 15 Piasters.

Turick, whereof 130 Rotols, cost 9 Abukelbs.

Myrrh of Ethiopia, whereof 110 Rotols cost 40 Piasters.

Frankincense, whereof 110 Rotols cost 12 Piasters.

Juices.

As *Aloe Cicotrin*, whereof the Quintal cost 8 Piasters.

Epatick, whereof 150 Rotols cost 28 Piasters.

Opium, whereof the Quintal of 110 Rotols costs 28 Piasters.

Indigo named Serquis, whereof 130 Rotols costs 70 Piasters.

Indigo of Bagdat is worth nothing.

Indigo of Balluder is likewise worth nothing.

Cassanad, whereof the Quintal costs 5 Piasters.

Sugar in great Loaves, whereof the Quintal costs 18 Piasters and a half.

In little Loaves, whereof the Quintal costs 10 Piasters.

Sugar-candy costs 28 Piasters.

Sugar-soltani costs 28 Piasters.

Sorbet, whereof the Quintal costs 20 Piasters.

Wood

Wood.

As Saddal-wood costs 33 Piasters.

Citron-wood costs 25 Piasters.

Turbit-wood costs 30 Piasters.

Ebene-wood costs 41 Piasters.

Brassl-wood costs 28 Piasters.

Rinds of Trees.

As Cinamon of *Conchi*, whereof 150 Rotols costs 60 Piasters.

Of *Malabari*, costs 25 Piasters.

Of *Zeilani*, costs 100 Piasters.

Fruits and Seeds

As Cassia, cost 20 Piasters.

Coco of *Levant*, whereof 133 and $\frac{1}{2}$ Rotols costs 23 Piasters.

Corriander Seed, whereof the Quintal costs 3 Piasters.

Coffee, whereof the Quintal costs 25 Piasters.

Dates, whereof the Quintal costs 3 Piasters.

Mirabolans Kebeus, whereof 150 Rotols costs 20 Piasters.

That Surnamed *Balludri*, costs 23 Piasters.

That Surnamed *Citrin*, costs 6 Piasters; but is little worth.

Nutmegs, whereof 110 Rotlos cost 200 Abukelbs.

Nuts to vomit, whereof 113 Rotols costs 7 Piasters.

Cardamum, whereof the Quintal of 139 Rotols costs 140 Piasters.

Ben, a Fruit of the *Indies*, whereof the measure of a Rotol costs 7 Piasters and a half.

Tamarindis, whereof 110 Rotols cost 15 Piasters.

Coloquinte, whereof 100 Rotols cost 10 Piasters.

Pepper whereof 100 Rotols cost 22 Piasters and a half.

Cloves, whereof 126 Rotols cost 25 Piasters.

Herbs.

Flax comb'd, whereof the Quintal of 100 Rotols costs 5 Piasters.

Flax or Hemp of *Menuf*, 6 or 7 Piasters.

Flax or Hemp of *Squinanti*, whereof the Schive costs 10 Piasters.

Black Flax, whereof the Schive costs 10 Piasters.

Flax or Hemp of *Fium*, whereof the Schive costs 3 Piasters.

Hemp of *Forfett*, 7 Piasters and a quarter.

Hemp of *Oleb* of the *Besantins*.

Senè, the Quintal costs 40 Piasters.

Flowers.

As Spikenard, whereof 133, $\frac{2}{3}$ Rotols cost 120 Piasters.

Saffron of *Nambrosia*, whereof 110 Rotols cost 12 Piasters.

Saffron of *Saiday* costs 6 Piasters.

Cotton in Ramo or Branches, costs 6 Piasters.

Cotton in Thread, costs 20 Piasters.

Ordinary Cotton costs 10 Piasters.

Roots.

As Hermodats, whereof the Quintal of 110 Rotols costs 3 Piasters.

Root called Sine, of the finer sort, costs 200 Piasters.

Ginger, whereof 133. $\frac{1}{3}$ Rotols cost 25 Piasters.

Cretonart, whereof 110 Rotols costs 15 Piasters.

Rhubarb, whereof the Rotols costs 5 Piasters.

Salsepareille, whereof 113 Rotols cost 200 Piasters.

Teeth.

As fine and great Elephants Teeth, 110 Rotols cost 25 Piasters.

Wool.

As Wool unwash'd, whereof 200 Rotols cost 6 Piasters; wash'd, the Quintal costs 10 Piasters.

Feathers

As of the Ostrich of the first and second sort, whereof the Rotal costs 24 Piasters.

Of the Tails, whereof four Rotols cost 24 Piasters.

Of the black, four Rotols cost the same price.

Sharp, 1100 cost 1 Piafter and a half.

Of the Wings, 100 cost 6 Piasters.

Fish and other Commodities

As the Lizard green, 1100 cost 30 Piasters.

Pearl Shells, whereof 1100 cost 10 Piasters.

Salt-Fish, 200 clean cost 25 Piasters.

Mommies.

Whereof the Quintal of 110 Rotols costs 2 Abukelbs.

Salts.

As Armoniac, whereof the Quintal of 200 Rotols costs 16 Piasters.

Niter, or a kind of a Salt-petre, whereof 140 Rotols clean, cost 1 Piafter.

Roch-alum, whereof the Quintal of 130 Rotols costs 9 Piasters.

Linnen

Blue-linnen, the piece containing 40 Ells of *Cairo*, costs 65 Medins.

Of *Alexandria*, the Piece costs 55 Medins.

Of *Memuf*, the Piece of 83 Ells costs 80 Medins.

Great blue of *Inbab*, the Piece of 30 Ells costs 150 Medins.

Little blue of *Cairo*, the Piece of 12 Ells costs 10 Medins.

Of *Alexandria*, the Piece costs 14 Medins.

Of *Col*, the Piece costs 14 Medins.

Painted, costs 60 Medins.

Battranones, the Piece costs 20 Medins.

Magrabines, whereof the Piece costs 55 Medins.

Messaline, whereof the Piece costs 80 Medins.

Lizarde,

Lizarde, whereof the Piece costs 120 Medins.
 Cambrafine, whereof the Piece costs 5 Piafters.

Stuffs.

As wrought Stuffs of *Cairo*, the Piece costs 18 Medins.
 Of *Damietta*, between 25 and 30 Medins.
 Of *Alexandria*, 24 Medins.
 Fine Girdles of *Rosetta*, costs by the dozen, 14 Piafters.
 Ordinary Girdles by the dozen, 10 Piafters.
 Fine Handkerchiefs, at 18 to the Packet, costs 24 Medins.
 Ordinary Handkerchiefs, of the same number, 12 Medins.
 Other ordinary ones, at 10 to the Packet, costs 10 Medins.

Bladders.

As Musk, whereof the Dram costs 2 Piafters

Carpets.

As fine Carpets by the Ell, costs about 2 Piafters or 1 and a half.
 Course Carpets, costs half a Piafter an Ell.

*An Account of such European Commodities as are commonly
 carried into Egypt and sold there, with their ordinary prices.*

Minerals.

As Agarick, whereof the Ock, of 400 Drams is worth a Piafter.
 White Arsenick, whereof the Quintal of 125 Rotols is worth 9 Piafters.
 Yellow Arsenick is worth 14 Piafters.
 Archifu, whereof 150 Rotols are worth 8 Piafters.
 Orpiment, the Chest or Box is worth 25 Piafters.
 Antimony is worth by the Quintal, 200 Piafters.
 Sublimated, one Rotol is worth a Piafter and a half.
 Quick-Silver, 102 Rotols are worth 100 Piafters.
 Vitriol by the Quintal, is worth 70 Piafters.
 Vermillion, whereof 110 Rotols are worth 14 Piafters.
 Cinaber by the Quintal, containing 102 Rotols, is worth 150 Piafters.
 Salsepareille, whereof 110 Rotols are worth 200 Piafters.

Flowers and Herbs.

As *Nardum Celticum*, whereof the Quintal, containing 110 Rotols, are
 worth 55 Abukelbs.
Spikenard, whereof 110 Rotols are worth 150 Piafters.

Iron, Steel, Copper, Lead and Pewter.

As Copper thread, whereof 150 Rotols of the greatest cost 6 Piafters; and
 of the least 50 Piafters.

Beaten

Beaten Brass 20 Piasters.

White Iron or Tin, by the Barrel, is worth 40 Piasters.

Steel of *Venice*, 110 Rotols are worth 40 Piasters.

Lead, whereof 130 Rotols are worth 15 Piasters.

Pewter, whereof 102 Rotols are worth 45 Piasters.

Seeds.

As *Cochonille*, whereof the Ock is worth 20 Piasters.

Paper.

Of several Prices according to its fineness.

Silk Stuffs.

As Sattin of *Florence*, is worth by the Ell 60 Meidins.

Cloth.

As of *London*, whereof the Pike is worth five Abukelbs.

Of *Cucioche*, whereof the Pike is worth 50 Meidins.

Of the holy Bridge of *Rome*, whereof the Pike is worth 50 Meidins.

Cloth of *Holland's* Fabrick, whereof the Pike is worth 80 Meidins.

Scarlet by the Pike, is worth 90 Meidins.

Ordinary Caps of *Marseilles* by the dozen, are sold for 5 Piasters.

Other Caps of a half-make, are sold by the dozen for 10 Piasters.

Of a perfect make, 14 Piasters.

Corrals.

As rough Corrals of *Messina*, are worth by the Quintal, 100 Piasters.

Taraille is worth 25 Piasters.

Corrals wrought, whereof 100 Rotols of *Cairo* are worth 400 Piasters.

White Tartre, whereof 100 Rotols are worth 14 Piasters.

Red Tartre, whereof 125 Rotols are worth 12 Piasters.

Of *Brasil*, 110 Rotols that make a Quintal, are worth 30 Piasters.

Roch-alum, 139 Rotols are worth 10 Piasters.

And because I have mentioned in this Place, several Weights and Monies that are in use in *Egypt*, it is needful to give a further explication of them, that the Reader may make use of this Account with greater satisfaction.

The Ock contains 400 Drams.

The Rotol contains 144 Drams.

One Hundred and ten Rotols of *Cairo*, are 108 Pounds Weight of *Marseilles*.

The Quintal Gerouin, contains 217 Rotols of *Cairo*.

The most ordinary Denomination of Money in *Egypt*, is the imaginary Piafter of 30 Meidins.

The Abukelb is the Dollar of *Holland*, with the Lion Rampant, and is worth 33 Meidins to be changed; but in Specie 38 Meidins, and sometimes more.

The Pieces of Eight of *Spain* are worth 33 Meidins in Exchange; but in Specie 40. and sometimes more as they are in request.

The Sequin or Golden Ducat of *Venice*, which next to the Pieces of Eight of *Spain*, is the best Money to be us'd in all the Countries of the Grand Seignior, is worth in Trade 100 Meidins; but the *Diwan* of *Cairo* takes it but for 85.

The Meidin and the Para, is the same Piece of Money, made by the *Pacha's* of *Cairo*, in the name of the Grand Seignior, it is current in all Parts of *Egypt*; is worth one penny half-penny of *France*, and about one penny farthing *English*.

A Purse contains 2500 Meidins, and is worth 509 Crowns of *France*.

Ormuz is famous for the great Trade there exercised by the *Indians*, *Persians* and *Arabians*, and other Nations, likewise a large Trade to all the Parts of the *East*; here are found the Spices and precious Gems of *India*, the Tapestries, Carpets and Sashes of *Persia*, the Grograms, Moheirs and Camlets of *Turky*, the Drugs of *Arabia*; and lastly, the Monies called the *Larins* of *Persia*, which are accounted as a great and special Merchandize, all which be excellent helps to make the Place a famous Mart and Magazine of all *Eastern* Commodities. The cause of so great a Trade in this Place, is partly the great concourse of Merchants that come to the Island, for the conveniency of a great company of People that come out of *Syria*, *Aleppo*, and those other Parts, twice yearly, which are called Caffiles or Caravans, with all the Commodities of the *Mediterranean* Seas, which in their Journeys observe this order. They have first a Captain, and certain Hundreds of Soldiers, which convoy the said Caffiles or Caravans untill they come to *Balsara*, from thence they travel by Water to *Ormuz*; their constant time is *April* and *September*, their number is great, from 6000 to 10000 Persons, against their coming there is general preparation made by all Merchants of that Country, to have Commodities in readiness to barter and exchange with them.

Casan consisteth altogether of Merchandizing, and the greatest Trade of all the Inland Country is found therein, and especially frequented by *Indian* Merchants, the Inhabitants are in general addicted to all curious Manufactures and Fabricks, as in weaving of Sashes, Turbants and Girdles, in making also of Velvets, Sattins, Damasks, and very curious and fine Carpets; and it is accounted the very Magazine of all the *Persian* Cities, for these Commodities, here is also to be sold all manner of Drugs, Spices, Pearls, Diamonds, Rubies and Turquoises, and all sorts of Silks, both raw and wrought.

As for *Barbary*, the principal Commodities it affords are Hides, Wool Wax, Honey, Oyl, Corn, Dates, Raisins, Anniseeds, Ostrich Feathers and Spunges.

Commodities that are vendid here, are *English* and *Venice* Cloth, Lead, Shot, Deal Boards, Perpetuanoes, Latten Plates, Sea-horse Teeth, Cloves, Pepper, Ginger, Saffron, Cinamon, Nutmegs, Tartar, Allum, *Spanish* Wooll, Sassaferilla, Cochineel, Gold Thread, Cotton Yarn and Wooll, *French* Canvas Gumlock, Madder, Iron Wire, Iron of *Bilbo*, *Genoa* and *Venice*, Paper, Damask and Sattens of *Lucca*, &c.

The Custom of this Country upon all Commodities imported excepting Lead, Shot and Iron, which pay no Custom at all is nine per Cent. upon the real value sold: Wherof, lest the Merchant should defraud the Customers,

Of the Trade of Barbary.

a Broker was appointed, continually to attend on the Merchants, to keep an exact Account of what Goods they receive and sell, and to what value; But that Officer was afterward discontinued, confiding (as it should seem) more in the *English* than before they were wont: yet still there are Officers appointed to take an Account of all Goods come ashore in general; and before you can expose them to Sale, an exact Account of every Commodity in particular: Other Charges of Goods imported, besides Freight (of which there is no certain rate) are about eight *per Cent.* more, *viz.* Patent, Consolage, Provision and Brokerage, and petty Charges.

Customs on Goods exported (excepting Hides, Wax and Wood which pay no Custom) is five *per Cent.*

All edible Things, as Corn, Pease, Beans, Oyl, Butter, Honey, Dates, and the like, are *Contra band* Commodities. Yet not seldom by the help of presents, License may be procured for Transportation thereof: Importation of all Goods is allowed of.

To conclude, this Place is of no great Importance for Commerce, vending but a small quantity of Goods; wherewith when those People are glutted, (this Market being soon over-cloyed) it hath been found to yield little benefit to the Traders; and less encouragement to the *English* Factory.

The Commodities found in general, as well in the Kingdom of *Fesse* as in *Morocco*, and transportable for Merchandize, are fruits of all kinds, such as principally Dates, Almonds, Figs, Raisins, Olives; also Honey, Wax, Gold, and sundry sorts of Hides and Skins, especially that excellent sort of Cordorant from this Kingdom of *Morocco* called *Maroquins*, famous throughout *Spain*, *France*, and *Italy*; also Corn, Horses, Woolls, whereof the Inhabitants are observed of late days to make some Cloth; here is found also, for Merchandize some sorts of Silks, as Sattins, Taffaties, and some sorts of Linnen, much in use in this Country, made partly of Cotton, and partly of Flax.

The Commodities of *Morocco* are the same as in the Kingdom of *Fesse*, spoken of before, and both those Countries being subject to one absolute Emperor, they have the same Customs and Laws of Trade.

Beyond those Countries, upon the Coast of *Africa*, lies *Guiney*, which is divided into many petty Sovereignities, and where the *English*, *Dutch*, *French*, and several other Nations have Factories and Fortresses to defend their Settlements.

The principal Commodities of the Country are Staves, gold Dust, and Elephant's Teeth, &c.

The *English*, as well as other Nations, dispose of the Gold Dust and other Wares, in *Europe*, and carry the Slaves or Negroes to their Plantations in *America*, which are mostly cultivated by them.

As to the Trade of *America* it is so extensive, that to give the description of it to the full in all its Branches would require a Volume.

That Country was discover'd by the *Portuguese*, whose Domestick Affairs hindering them from improving the advantages of such an important Discovery,

Very, the *Spaniards* laying hold of the opportunity, made themselves Masters of the greatest share of the known part of that new World, whether of the Continent or Islands.

However, the *Portuguese* did likewise pretend to have an Interest there, and at last, the Pope decided their Quarrel by allotting to each Nation their share.

After that the *English* came in play, and besides several fresh Discoveries made in those parts by some of our most famous Commanders, they took, at several times in open War, divers considerable Settlements from the *Spaniards*.

So that now we have many considerable Plantations in the *West Indies*, where we are as far superior to our Neighbours the *Dutch* in Power and Extent, as they are to us in the *East Indies*.

Our principal Settlements upon the Continent are, *New England*, much of the same Climate and Soil with *Old England*, and in a great measure producing the same Natural Commodities, and excelling in Pitch, Tar, and Naval Stores.

Virginia, a vast Country, affording the best Tobacco in the World in great quantities.

The Islands are *Jamaica*, one of the largest in the World, producing great quantities of Sugar, and other *West India* Commodities.

Barbadoes in proportion to its bigness, the richest and most considerable Plantation in the *West Indies*.

Besides which, we have *West Jersey*, *Antegoa*, *Nevis*, and divers other Settlements on the Coast of *St Domingo*, *St Christophers*, and other places.

The *Dutch* are so far behind us in that Trade, that they are forc'd to take divers *West India* Commodities at the second hand of us.

The *French* before the War had little besides their ancient Plantation of *Martinico*, and some Settlements at *St Christophers*, the Coast of *St Domingo*, and elsewhere, but by their influence over the *Spanish* Councils since the Duke of *Anjou's* Accession to the Crown, they have in a manner made themselves Masters of the *Spanish* Trade to *India*, by which means if they were not restrain'd by the *English* and *Dutch*, they would soon become also Masters of the Trade of the whole World, and consequently of the World it self.

I have already given an Account of the *Spanish West India* Trade in speaking of *Spain* itself, so that I shall not here add anything about it.

I come in the last place to say a word of the Trade of the *East Indies*, in which I shall be very short, intending only to give a general notion of it.

That Trade being carry'd on only at certain Seasons of the year, the Merchants and Factors in the *Indies*, besides the great Magazines of Wares and Merchandizes of all sorts, keep an uninterrupted Correspondence with all manner of Tradefmen and Artificers who live so very cheap, that with a small matter of ready Money a considerable quantity of Goods may be purchas'd: Nor is there any Credit to be given by the *Indian* Workmen, who are so extravagantly lazy, that they seldom work but when they are forc'd to it by Hunger, And on the other hand, it is not convenient to give them any Credit, for that is a certain way never to see them more.

Yet if any Person becomes insolvent amongst the *Indians*, and is arrested and committed to Prison, there is no getting out without making the Creditor satisfaction

satisfaction, and if the Debtor be convicted of any fraud, they inflict a severer punishment upon him than is usual amongst the *Europeans*.

The *English* drive a considerable Trade to the *East Indies*, manag'd by the two Companies now united into one, of which above.

Yet our Trade thither is not near so great as that of the *Dutch*, who are in possession of the best part of the *East India Trade*, tho we have many considerable Factories there.

Our Trade to the *Indies* is by some thought prejudicial to the Nation, because we are forc'd to carry Bullion thither for the greatest part of the Commodities we bring thence into *Europe*; but if we vend out to other Foreign Nations of *Indian Goods* the value of the Bullion that Trade draws out of the Kingdom, we can be no losers by it.

Batavia is the principal place of the *Indies* possess'd by the *Dutch*, and there it is their Sovereign Court does sit. They are likewise Masters of the Island of *Ceilan*, and most of the Spiceries of the *Indies*, where they are incomparably stronger than any other *European Nation*, both by Sea and Land; Nor is it any wonder that they should be Masters of that Trade, there being no Nation that gives such encouragement to their Officers and Servants in the *Indies* as they do.

The *French* have likewise of late years settl'd several Factories at *Pondichery*, *Surat*, *Madripatan*, and other places of the *Indies*; and by that means begin to provide themselves at the first hand with the Commodities they formerly purchas'd of the *English* and *Dutch*.

The *Danes* have also some small Dealings in *India*, but not in any way to be compared to the Nations hitherto spoke of.

The *Portuguese* were formerly the greatest Traders to *India* of any *European Nation*, but lost a great part of their Interest in their Traffick by their Wars with *Spain* and the *Moors*; so that now their *Indian Trade* is vastly decay'd.

As the *Indians* are poor and can't wait the Season of the arrival of the *European Ships*, the Merchants buy up their Goods, which rise in value at the arrival of the Ships in proportion to the number that comes.

As for the Commodities proper to be carry'd to *India*, they are but few, for Bullion is the best thing that can be carry'd thither, because the circumstances of the People cannot well admit of that excess of Luxury practis'd in *Europe*.

However, a *French Author* lately come from thence, says, that there may be Profit expected by carrying thither some small quantities of Wine and Brandy for the use of the *Europeans* that live there; and that Coral is much us'd by the Women of the Country for Ornament, and by the Physicians for Medicines. He adds likewise, that Paper is a good Commodity amongst them, it being now us'd by them to write upon instead of certain Leaves formerly in use there.

During the Season of the Year that the *European Ships* are absent, they drive a Trade between the Continent and several Islands thereabouts, to provide, at the respective Magazines, the Goods that are demanded by the *Europeans*.

The Trade of *China* is very advantageous, but they scarce carry thither any thing but Bullion. The Voyage is dangerous, and the People crafty and subtle

subtle: So that great care is to be taken not to be over-reach'd in dealing with them.

The Commodities of the *Indies* in general are Silks wrought and unwrought of many sorts, Mullins, Callicoes, Spiceries, japan'd Tables, Pictures, &c. China Ware and Druggs for Apothecaries, Dyers, &c.

To these must be added Diamonds, Pearls and precious Stones, which are found by the Country People in the Kingdom of *Golconde*, &c. and privately sold to the *European* Merchants by those who find them, tho by the Laws of their Prince they are oblig'd to carry them to him under pain of Death.

In dealing with the *Indians* in general special care must always be taken to buy their Commodities as cheap as possibly may be, for if once they get a good price for any Commodity, they'll expect always the same Money tho the current price be much under, and will rather sell their Goods to another than to the person they had a good price of before, if he be not in the mind to give the same still.

As for their Monies they have of several sorts.

For small Monies the *Indians* mostly make use of a sort of Shells, of which they reckon fourscore worth a penny, but most of the *Europeans* inhabiting there have small Monies of Copper, Brass or Silver, of their own coining.

The Roupie is the common Species of Silver Money in *India*, and that is of three different Standards, tho I believe all of or much about the same weight

1. The Roupie <i>Sicea</i> is worth at <i>Bengal</i>	39	d.
2. That of <i>Surat</i>	34	d.
3. That of <i>Madras</i>	33	d.
Besides these there is,		
The Roupie <i>Sicea</i> current	28	d.
The Roupie current of <i>Surat</i>	26	d.
The Roupie current of <i>Madras</i>	25	d.

There are likewise the Fractions or half Roupies, which bear a proportion to their Integers.

There are likewise pieces of Gold worth 19 Roupies, and the half pieces worth 9 and a half Roupies.

There is counterfeit Money in *India* as well as in *Europe*, and therefore great care is to be taken in receiving Money in that Country.

'Tis likewise convenient to acquaint such as go thither, that they had need be very cautious whom they employ as Guides or Servants, who present themselves in great numbers to Strangers at their arrival there; because but very few of 'em are worthy to be trusted.

It has been a point very hotly disputed in *England*, as I have before hinted, whether our Trade to the *East Indies* be not prejudicial to the Nation.

And indeed some of those that are Enemies to that Trade have given such plausible reasons to justify their Arguments in Print, that till they were answer'd by the Friends of the Company, People began to declare themselves against it.

However, the Reasons for maintaining it are so pregnant, that in my humble opinion it ought not to be discourag'd in the main, tho I can't say all the Restrictions laid upon it are without ground.

I shall only hint at one or two of 'em.

1. We are told that if the *English* should relinquish that Trade, the *Dutch* would certainly engross it entirely to themselves: And I must say I believe they would so, and then the Question will be whether *England* can absolutely dispense with all the *East India* Commodities? To which I believe all Men of Sense must answer in the Negative: And then it remains to be consider'd how far it would tend either to the Glory or Advantage of *England* to take Commodities of the *Dutch* at their price, which they might have at the best hand far cheaper.

2. 'Tis urg'd that the decrease of Shipping in *England*, not only of the Ships that go to *India*, but of those employ'd in *European* Voyages, arising by the *India* Trade, might be of ill consequence to us, and must necessarily so far augment the Navigation of our industrious Neighbours, that we might soon have reason to repent us of our management.

But I shall leave (at least for this time) the further prosecution of that Argument.

F I N I S.

*An Additional Collection of
Instruments and Forms
of Writings relating to
Commerce.*

*The Form of a Copartnership relating to the Transactions, as
well Foreign and Domestick.*

THis Indenture Quadripartite, made the, &c. between
A. B. of, &c. of the first part, C. D. of, &c. of the se-
cond part, E. F. of, &c. of the third part, and G. H.
of, &c. the fourth, witnesseth that the said Parties, for the
Assurance, Trust and Confidence which each of them have and do
repose in the other of them, have concluded and agreed to be-
come Copartners and joint Traders together, in such Trades
and Merchandizes, as well within the Kingdom of *England*, as
also in *Holland* and *Brabant*, in the Parts beyond the Sea, and else-
where, where the said Parties shall think fit to Trade and Mer-
chandize for their most Benefit, Advantage and Profit, and that
for and during the space of four years, to be computed from the
Day of the Date hereof, and from thence next ensuing, and fully
to be compleat and ended.

And to that end and purpose, the said Parties have added and
put together a joint Stock to be employ'd in and about the
said joint Trade, that is to say, the Sum of twenty Thousand
pounds of lawful Money of *England*, viz. the said A. B. for his
part five Thousand pound thereof; the said C. D. for his part
five Thousand pound thereof; the said E. F. for his part five
Thousand more thereof; and the said G. H. for his part five
Thousand

A Collection of Instruments

Thousand pound more being the remainder of the said twenty Thousand pounds.

Which said Stock shall be occupy'd and employ'd together, upon an account of Fourths, both in Profit and Loss, the whole in four equal Parts to be devided, whereof the said *A. B.* his Executors and Administrators, is to have and bear for his and their parts, one fourth part thereof, both in Profit and Loss; the said *C. D.* his Executors and Administrators one other fourth part thereof, for his and their part, both in Profit and Loss; the said *E. F.* his Executors and Administrators the other fourth part thereof, both in Profit and Loss, for his and their parts, according to the intent and true meaning hereof.

Which said Transaction, Trade and Business (for the consideration hereafter mentioned) is to be done and performed as followeth, that is to say, the said *E. F.* during the said Copartnership, is to have the sole receiving, keeping and charge of all the Cash and Money, and of all the Cloths, Bays and Stuffs, and of all Bonds, Bills and Specialties belonging to the joint Account here in *England*, and of all Goods and Wares to be receiv'd beyond the Seas, for and upon the said joint Account: And also the charge of the writing, true keeping and custody of the Books to be kept here in *England*, touching the said joint Account and Business in Copartnership within the Dwelling House of the said *E. F.* in *London* for the time being. And the buying of the said Cloths, Bays and Stuffs, and the selling of all Goods to be received from beyond the Seas, and the receiving of Moneys, and ordering and disposing of the same: And the other joint Business here in *England* is to be equally acted and performed by the said *E. F.* and *C. D.* And that the said *G. H.* shall have the management and transaction of the Affairs relating to the said Copartnership and joint Trade, which are to be managed, done and transacted in the Parts beyond the Seas.

Whereupon it is concluded and agreed by and between the said Parties, to these presents; and each and every of the said Parties, by and for himself, his Executors and Administrators doth Covenant and Grant, to and with each, and every other of them, his Executors and Administrators by these presents, as hereafter in manner and form followeth. First, That the said Copartnership shall continue without ceasing in form here under declared, from the Day of the Date hereof, until the full end and term of four years from thence next ensuing, and fully to be compleat and ended. And that every of the said Copartners, in the several Businesses before mentioned, to be by them severally done and performed, and all other matters and things touching the said Copartnership, shall and will
from

from time to time, during the said four years, perform and do his and their due Endeavour Care and Diligence for the most and best Profit, Commodity and Advantage of them the said Copartners: And that each and every of them the said Copartners, shall be faithful, just and true unto the other of them therein.

And that all Gains and Encrease, arising, happening or coming of or by the said joint Trade and Copartnership, shall be indifferently and equally parted and shared by and between the said Parties, their Executors and Administrators, as is before prescrib'd and set down: And that all Debts and Charges, and Losses likewise arising, happening or growing to be paid and born for, or by reason of the said joint Trade and Copartnership, shall be in like manner paid, born and sustain'd by and between the said Parties, their Executors, in four equal parts, as is before mention'd, and according to the true intent and meaning of these presents.

And that every of the said Parties shall from time to time hereafter perform and do his and their best Endeavour, Diligence and Travail, as need shall require, to recover, obtain, get in and receive such Debts, Duties and Sum and Sums of Money, as by reason or means of the said Trade or Copartnership, shall be due and owing unto them from any Person or Persons, so speedily as may be from time to time: And shall not at any time or times hereafter, without the consent of the rest, do or procure, or cause to be done or procured, any act, device, or any thing to prejudice, hinder or retard the recovery, obtaining or getting in of the said Debts, or any of them.

And if it shall happen, that the said Parties, or any of them, shall trust or deliver out upon Credit or Confidence any of the Goods, Wares, Moneys or Merchandizes, belonging to the said joint Account to any Person or Persons, whom any other of the said Parties, will pray, admonish or warn not to trust: That then and so often such of them the said Parties, which shall so trust and deliver out upon Credit any of the said Goods, Wares, Moneys and Merchandizes, to any such Person or Persons, shall and will within three Months next ensuing, answer and satisfy unto the said joint Stock so much lawful Money of *England*, as the Goods, Wares, Money or Merchandizes, so to be trusted, or deliver'd out, as aforesaid, shall amount unto, (in case in the mean time full satisfaction shall not be made for the same by the Person or Persons which shall be so trusted, as aforesaid) and that in such case, such of the said Parties, so making satisfaction therefore, shall and may have and enjoy the sole benefit of the said Goods, Wares, Moneys and Merchandizes or Things, so by him trusted, and for which he shall have made satisfaction, as aforesaid.

A Collection of Instruments,

And that every of them the said Parties (if necessity require and conveniently it may be) in all his and their Buying and Selling, Dealings and Doings, touching and concerning the said Trade, shall desire and take advice and direction of the rest of the Parties, or some one of them.

And that all such Detriments and Losses, as shall without fraudulent practice of any of the said Copartners, happen or come to the said partible Account, by the falshood, absence, or negligence of any Servant or Servants, Apprentice or Apprentices, which shall serve or dwell with any of the said Parties, wall be born and answered to the said joint Account, by the Master of such Servant or Servants, by whom the same shall be done or permitted.

And further, that none of them the said Parties shall or will at any time or times hereafter charge the Account of the Copartnership, with any other or more Debts than only such as shall be pertinent to the same, and with such Charges only, as shall be necessarily and justly disbursed for and about such Goods, Wares, Commodities or Merchandizes, as shall be occupied or employed in or about the said joint Trade or Copartnership, and for and about the recovery, getting in and obtaining such Debts, as shall be due and owing unto them by reason thereof: Nor at any time hereafter, during the said space or time of four years shall withdraw or take from the said joint Stock and Account, any Sum or Sums of Money or other things, other than such as shall be disbursed for recovery and getting in of such Debts incident to the same, as are before expressed and mentioned; and that without any Fraud or Covin.

Saving, that it may be lawful, to and for every of them the said Parties, yearly during the said Copartnership, to have and take out of the said Stock, belonging to their joint Trade and Copartnership, for every of their particular and private Expences and Occasions, as followeth: That is to say, to the said *A. B.* the Sum of two Hundred pound of lawful Moneys of *England*, to the said *C. D.* the like Sum of two Hundred pounds of like Moneys, to the said *E. F.* the like Sum of two Hundred pounds of like Moneys, and to the said *G. H.* the like Sum of two Hundred pound of like Moneys

And saving also that it may be lawful to and for the said *E. F.* during the said Copartnership, in respect of his House Rent, wherein it is agreed, one part of the Business of the said Copartnership shall be acted and performed here in *England*, and for the extraordinary pains of him and his Servants to be taken and performed in and about the said joint Trade, and for his
Expences,

Expences upon an Entertainment of Cloathiers yearly to charge upon the said partible Account, and be allowed out of the same the Sum of one Hundred and fifty pound a year, allowed unto him, as aforesaid.

Saving also for the said C. D. in respect of the extraordinary pains of him and his Servants, to be taken in about the said joint Trade, and his Expences upon an Entertainment of Cloathiers, as aforesaid, and for his House Rent, wherein it is also agreed, that one part of the joint Business aforesaid, shall be acted and performed, to charge to the said partible Account, and be allowed upon the same the like Sum of one Hundred and fifty pound yearly of like Moneys, during the said Copartnership, over and besides the said two hundred pound yearly to him allowed, as aforesaid.

And saving also that it shall and may be lawful to and for the said G. H. in respect of his extraordinary pains to be taken, in and about the said joint Business, and for his Dwelling in the said parts beyond the Sea, where it is agreed he shall be employed in and about the said joint Trade and Business, during the said Copartnership, there to charge to the said partible Account, and to be allowed the same here in *England*, the Sum of one Hundred pound yearly of like Moneys of *England*, during the said Copartnership, over and above the said two Hundred pound a year to him allowed, as aforesaid.

Also the Wages and Allowances of any Servant or Servants to be sent over, or of any Apprentice or Apprentices, where any shall be sent over, and employed in the said Business, into the Parts beyond Sea, (and equal number of Apprentices for each of them the said C. D. E. F. and G. H. being employ'd in the said joint Business) and also the charge of any Pack-house or Pack-houses, to be taken or used beyond the Seas, for the said joint Business: And the Wages and Allowance of one Servant agreed to be hired by the said E. F. and C. D. for the managing and writing of the Books of Account to be kept here in *England*, concerning the said joint Trade and Business, is hereby agreed by and between the said Parties, to these presents, to be paid and allowed out of the joint Stock of this Copartnership.

And the said G. H. for himself, his Executors and Administrators, and for every of them, doth covenant and grant to and with the said A. B. C. D. and E. F. and every of them, their and every of their Executors and Administrators, by these presents, in manner and form following, That he the said G. H. shall not, nor will, at any time or times during this Copartnership, leave, transfer or commit the Business, Trade or Employment of

or concerning the said joint Trade and Copartnership, in Place or Places beyond the Seas, where he shall have full charge and disposing, nor any Bills or Specialties concerning the same, to any person or persons whatsoever, other than such as shall be thought fit, by the said *A. B. C. D. and E. F.* or the Survivors or Survivor of them, and their special consent and agreement in Writing under their hands in that behalf for the same, first had and obtained.

And further, That the said *G. H.* shall from time to time hereafter, during the said Copartnership, keep or cause to be kept, in such place and places beyond the Seas, where he shall continue to be employed, just and true Book and Books of Accounts and Reckonings of all and every his Dealings, Doings, Buyings and Sellings and Employments, touching and concerning the Premises, in such ample sort, manner and form in every respect, as Merchants of the said Trade commonly use to do.

And shall not only send and consign weekly (if it conveniently may be) unto the said *E. F.* and *C. D.* true Copies of his weekly Journal, and particulars of all Clothes and Wares received and sold, Goods sent, and Moneys paid and sent by exchange, and other his Dealings whatsoever, touching the said joint Account: But also at the end of every six months, ensuing each other, to be reckoncd and accounted from the day of, &c. next ensuing the date of these presents, during the said Copartnership, consign and send over unto them the said *E. F.* and *C. D.* as aforesaid, a true, plain and perfect general Account in writing under his Hand, of all his Receipts, Payments, Buyings, Sellings, Dealings, Doings and Employments whatsoever, then before by him passed or done, touching or concerning the said joint Account and Copartnership, particularizing therein all the Charges laid out, and Clothes, Wares. and other things then remaining in his hands.

And shall and will, during the continuance of this joint Trade, at his own proper part and particular Charges (for the consideration aforesaid) bear and pay all the costs of his own Dyet, Lodging, Entertainment and Accommodations, in the Parts beyond the Seas.

And further, that it shall be lawful to and for the said *A. B. C. D.* and *E. F.* or any of them, or any of their Executors, Administrators, Servants or Assigns, at his and their free wills and pleasures, to have free liberry of ingress, egress and regress into, out of, and from the Counting-house or Room of the said *G. H.* for the time being, in the Parts beyond the Seas, and shall and may freely, as occasion shall require, as well view and peruse

peruse the said Books of Accounts, and all Bonds, Bills and Speciatlies whatsoever, as also all Wares, Goods, and Merchandizes, and other things whatsoever in the Parts beyond the Seas, relating to the said joint Trade, in the hands and custody or charge of the said *G. H.*

And moreover, that he the said *G. H.* shall and will, with all convenient speed he may from time to time hereafter, during the said joint Trade, consign, remit, and send over to the said *E. F.* and *C. D.* from the Parts beyond the Seas, in Mony by exchange, and in Wares and Merchandizes, the proceeds of all Wares, Clothes and other things, that shall be by him received, and in his disposing, touching and belonging to the said joint Account.

And further, that the said *G. H.* shall and will from time to time hereafter, during the said Copartnership, endeavour what he may, the taking up such Monys, in the said Parts beyond the Seas, for the joint Accounts as shall be needful, and otherwise advance and benefit the same what he may.

And also its agreed by and between the said Parties, that if the said *G. H.* shall at any time or times hereafter, take up or borrow at Interest or otherwise, any Sum or Sums of Monys for the said joint Account, that then the said *A. B. C. D.* and *E. F.* and every of them, their and every of their Executors and Administrators, shall by these presents be liable for the payment of the said Sum or Sums of Money, and every of them, as fully in every respect as the said *G. H.* his Executors or Administrators: And also if in case the said *A. B. C. D.* and *E. F.* or any of them shall at any time or times hereafter, take up or borrow at Interest or otherwise, any Sum or Sums of Money, for the said joint Account, that then the said *G. H.* his Executors and Administrators, shall be by these presents liable and engag'd together with the said *A. B. C. D.* and *E. F.* for the payment of the said Sum and Sums of Money, and every of them, as fully in every respect, as the said *A. B. C. D.* and *E. F.* or any of them, their, or any of their, Executors or Administrators,

And the said *E. F.* for himself his Executors and Administrators, and every of them, doth Covenant and Grant to and with the said *A. B. C. D.* and *G. H.* and every of them, their, and every of their Executors and Administrators, by these Presents, in manner and form following, that is to say, That he the said *E. F.* shall and will from time to time, and at all times hereafter, during the said Copartnership, manage and keep, or cause to be manag'd or kept by such Servant or Book-keeper, to be hired or entertain'd as aforesaid, just and true Book and Books of Accounts

counts and Reckoning, Journal and Leiges, of all and every the Receipt, Dealings, Payments, Buyings, Sellings and Employments of the said *E. F.* and *C. D.* concerning the Premises here in *England*, in such ample manner and sort in every respect, as other Merchants of the said Trade use to do, and at the end of every six Months, that is to say, the last day of *June*, and last day of *December* yearly, during the said Copartnership, perfect the said Books, and give to each of the other Partners a true Balance thereof.

And further, That it shall and may be lawful to and for the said *A. B. C. D.* and *G. H.* and every of them, their and every of their Executors, Administrators, Servants or Assigns at convenient times, at their and every of their free Wills and Pleasures, to have free liberty of ingress, egress, and regress into, out and from the Dwelling-House of the said *E. F.* and his Counting-house and Ware-house there, and shall and lawfully may freely, as occasion shall require, view and peruse all Books of Accounts, and all Bonds, Bills, Writings, and Specialties, Goods, Wares, and things whatsoever there, in the hands, custody and charge of the said *E. F.* touching the said Account.

And the said *C. D.* for himself his Executors and Administrators, and for every of them doth Covenant and Grant, to and with the said *A. B. E. F.* and *G. H.* and every of them, their and every Executors and Administrators, by these Presents, in manner and form following, that is to say, That he the said *C. D.* shall and will during the said Copartnership, keep or cause to be kept true Accounts, in writing, of all his Receipts, Payments, Buyings, Sellings, Dealings and Doings, touching and concerning the said joint Account, and shall and will from time to time, produce and shew forth the same unto the said *E. F.* and his Servants, and the said Servant to be hired as aforesaid, whereby the said *E. F.* or the said Servants, or one of them may be enabled to keep the said Book and Accounts, Journal and Leiger, of all Business whatsoever, touching the said joint Account here in *England*, in manner and form aforesaid.

And further, That he, the said *C. D.* shall and will, during the time of the said Copartnership, be equally aiding and assisting, in all the managing and keeping of the said Books and Accounts, managed and kept as aforesaid, for the said joint Account here in *England*, within the said Dwelling-house of the said *E. F.* as aforesaid.

And also that it shall and may be lawful, to and for the said *A. B. E. F.* and *G. H.* and every of them, their, and every of their Executors, Administrators or Assigns, at their and every of their

their free wills and pleasures, at convenient times to have free liberty of ingress, egress and regress into, out of, &c. from the Dwelling-house, Counting-house and Ware-house of the said C. D. for the time being, and shall and may freely, as occasion shall require, view and peruse all Books of Accounts, and all Goods, Wares, Merchandizes, and other things touching the said joint Trade, in his custody and charge.

And the said A. B. C. D. and E. F. do covenant and grant, each of them for himself, his Executors and Administrators, and every of them by these presents, That they the said A. B. C. D. and E. F. shall and will respectively, during the said joint Trade, for the consideration aforesaid, bear and defray their own private and particular Charges and Expence, both for themselves and their particular Servants and Families, and likewise the particular Rents for their Houses and War-houses.

And that the said E. F. and C. D. shall and will make or cause to be made, all Bonds, Bills, Specialties and Contracts whatsoever, by them respectively to be taken and made, concerning the said joint Account here in *England*, in the joint Names of the said C. D. and E. F. for the use of them the said E. F. and C. D. and of the said A. B. and G. H. their Executors and Administrators, shall by force of these presents be jointly interested in and engaged for and concerning the same

And further it is covenanted, granted, concluded, condescended and agreed, by and between the said Parties to these presents, and each and every of them, by and for himself, his Executors and Administrators, doth Covenant and Grant to and with the other of them, his Executors and Administrators, in manner and form following: That if any of them, the said A. B. C. D. E. F. and G. H. shall at any time or times hereafter, during the said Copartnership, lend unto the said joint Account any Sum or Sums of Money (over and above their present Stock put in as aforesaid,) into Stock to be used and employed to and for the use of the said Copartnership, and joint Trade, during the continuance thereof, or for so long time thereof as he or they so lending the same, or his or their respective Executors or Administrators, shall think good: That then it shall and may be lawful, to and for such of them the said Copartners, their Executors or Administrators, upon three Months warning to have, receive and take forth, out of the said joint Account, Stock and Gains, in ready Money, such principal Sum and Sums, of Money, by the said Copartners respectively lent to the said joint Account, or such part thereof, as he or they, lending the same, shall think fit. And also that it shall and may be lawful

to and for the said *A. B. C. D. E. F. and G. H.* or any of them respectively lending any Sum or Sums of Money, as aforesaid, for and during so long time, as the said Sum or Sums of Money, or any part thereof, shall remain or continue in the Account of this Copartnership, and not paid or taken from thence, unto or by him, or them so lending the same to take out of the said Account, Stock and Gains of this Copartnership, and be allowed the same, after and according to the rate of six pound the Hundred yearly, for the Interest and use of every Hundred pounds, to be lent as aforesaid; and so after and according to the same rate of six pound Sterling the year, for longer or lesser time than a year (or a greater or lesser Sum) as the said principal Money lent, or any part thereof shall remain and continue, in upon the Account of this Copartnership, as aforesaid: The same allowance of six pound the Hundred to be taken out by every or any of the said Copartners, respectively lending any Sum or Sums of Money to the said joint Account, as aforesaid, half yearly without any let or impediment whatsoever.

And further, that none of them the said Copartners shall at any time or times hereafter, during this Copartnership, without the special license or agreement of the others of them; first had and obtained, in writing in that behalf, enter into Bond, or become Bail or Surety to or for any Person or Persons whatsoever for any matter cause or thing whatsoever, not being for the proper Use and Account of this Copartnership, above the Sum of one Hundred pound, which shall be owing or undischarged at any time.

Nor that any of them the said Copartners, shall at any time or times hereafter, during the said Term, covertly and apparently, directly or indirectly, use or exercise any kind of Merchandize or Trade whatsoever, to or for his or their own private or particular use or behalf, with any Person or Persons whatsoever, the Gains whereof shall not or may redound to the said Copartners, their Executors and Administrators, or the Survivors or Survivor of them, in case any of them shall happen to decease before the expiration of the said Term of four years, rateable and proportionable, according to the intent and true meaning of these presents.

And further, that none of the said Parties shall or will, at any time or times, during this Copartnership, consign or send over beyond Seas any Goods, Wares or Merchandizes whatsoever belonging to the said joint Account to any Place or Places there whatsoever, other than what the greater number of the said Copartners shall conclude and agree upon.

And

Relating to Commerce.

II

And that in all differences arising in, about, or concerning the said joint Trade, and the managing thereof, which shall from time to time, during the said Copartnership, arise or happen, shall be decided and concluded according to, and by the advice and direction of the major part of them the said Copartners.

And the said *A. B.* for himself, his Executors and Administrators, and for every of them, doth Covenant and Grant to and with the said *C. D. E. F.* and *G. H.* and every of them, their and every of their Executors and Administrators, by these presents, in manner and form following: That is to say, That the said *A. B.* shall and will from time to time upon request, during this Copartnership, be aiding and assisting, what he may, unto the said *C. D.* and *E. F.* in and for the taking, borrowing and advancing any Sum or Sums of Money, for the said joint Account here in *England* upon Bond or otherwise.

And also that the said *A. B.* in consideration that the said joint Business, is wholly acted and performed here in *England*, by the said *C. D.* and *E. F.* and beyond Seas, by the said *G. H.* and by such other person or persons, as for the time being, shall be hired and employed, by the said Copartners in the said Parts beyond the Seas, where none of the said Copartners, except the said *G. H.* is to reside, shall and will out of his own proper, private and particular Estate, and not out of the said Account, over and above the Payments and Allowances by him paid and allowed, as aforesaid, well and truly pay and allow yearly, during the said Copartnership, unto the said joint Account the Sum of, &c. of lawful Moneys of *England*, to be paid altogether, at the end of this Copartnership, or at the decease of the said *A. B.* in case he shall happen to decease in the mean time.

Provided always, and it is further covenanted, granted, concluded and agreed by and between the said Parties, to these presents, and each and every of them, by and for himself, his Executors and Administrators, covenanteth and granteth to and with each, and every of the other of them, his Executors and Administrators, by these presents, severally, respectively, that in case any of the said Copartners shall happen to decease before the expiration of the said term of four years, and within three months next after the Account shall be agreed upon, and balanced between the said Copartners, or Survivors of them: That then the Survivors or Survivor of them, the said Parties, in full of the parts and proportion of him or them so dying, in and to the said Stock of twenty Thousand pounds, and the Gains, Benefit and Encrease thereby then gotten and arisen (Money lent to the joint Account excepted) shall and will only be liable to pay, and shall and will pay unto the said Exe-

cutors or Administrators of the Party so dying within the said term of four years, and within three months after ballance of the said Account (the said Executors or Administrators first making good to the said joint Account the Charge of him so deceased) so much lawful Moneys of *England*, as by the last ballance of Account (then before made up and agreed upon between the said Copartners) shall be due and coming to such of them the said Copartners respectively dying, as aforesaid, within six months after such decease; (the said Executors or Administrators respectively thereout allowing and abating to the said surviving Copartners, for and towards the losses that may happen to the said surviving Copartners by desperate and bad Debts due to the said joint Account, so many times fifty pound of lawful Money of *England*, as half years or six months of this Copartnership, shall remain then unexpired at the time of such decease.) And further, that in case any of the said Copartners shall decease before the end and expiration of the said term of four years, and full three years after ballance of Account, as aforesaid: That then the part of him so dying, shall run on upon Account, and be employed by the surviving Copartners in the said joint Trade, until the next ensuing time agreed, by these presents, for ballancing of the Account: And that the surviving Copartners, in full of the portion, part and share of him or them so dying, of, in and to the said joint Stock of twenty Thousand pound, and Encrease thereby then gotten and arisen (Money lent to the said joint Account excepted) shall and will only be liable to pay, and shall pay, upon such decease within six months after the Account ballanced and made up, unto the Executors or Administrators of such of them the said Copartners (dying within the said term of four years, and after three months ballance of Account) the same Executors or Administrators, first respectively making good to the said joint Account the Charge of him or them respectively deceased, so much lawful Moneys of *England*, as by the said next ballance of Account to be made up by the Survivors of them the said Copartners, shall justly and truly appear to be due and coming to such of them the said Copartners so deceasing, as fully as if the Parties were living; the said Executors or Administrators respectively thereout allowing and defaulting unto the said surviving Copartners, for and towards the losses that may happen to the surviving Copartners, by and through desperate and bad Debts due to the said joint Account, so many times fifty pound of lawful Moneys of *England* at half years or six months of this Copartnership shall remain then unexpired, at the time of such decease.

And

And also, that such of them the said Copartners surviving, shall and will save and keep harmless and indemnified, the Executors or Administrators, of such of them the said Parties so deceased, of and from all Bonds, Bills, Debts and Engagements, wherein and for which the Party so deceasing, at the time of his decease stood or engaged by vertue of this Copartnership.

And it is further covenanted, concluded and agreed, by and between the said Parties to these presents, and each and every of them, by and for himself his Executors and Administrators, covenanteth and granteth to and with other of them, his Executors and Administrators respectively, by these presents, in manner and form following. That is to say, that if any of them the said Parties shall decease, as aforesaid, within the said Term of four years (satisfaction for his Stock, Part and Share, being made, as aforesaid) that then the remaining Stock, with all other the said joint Trade and Account, shall run on and continue during the residue of the said Term of four years, by and between the Survivors of them the said Copartners, and each of them to have a rateable part and proportion of the same, and of all Gains and Loss thereby arising.

And further, that at the end and expiration of the said Copartnership, and Term of four years, or within three Months next ensuing, the said Copartners being all living, or the Survivors, in case any of them shall be deceased, shall and will meet together here in *England*, and adjust and make a true and perfect Account, at or in the Dwelling-house of the said *E. F.* for the time being, or where for the time the said joint Trade shall be chiefly used here in *England*, by and between all the said Parties or Survivors of them, as well for and concerning all their several Dealings and Charges, for and about the said joint Trade and Account of all such Money, Wares, Goods, Merchandizes and Debts, that then shall be due, owing or appertaining to the said joint Trade and Account, and unto them the said Parties by reason thereof; and of, for and concerning all and every the Gains, Losses, Profits and Charges, of or by the said joint Trade arising, growing, happened or sustained, in such particular manner as it may appear what the true state of the same then shall be, and what proportion, and how much, to every of them the said Parties shall be then due, belonging or appertaining: And shall and will also within the said time or space of three Months, next ensuing the expiration of this Copartnership by equal Lots, other Devidend, divide all Cloaths, Wares, and Merchandizes between them, the remaining unsold or disposed of, and belonging to the said joint Account.

And

And that immediately, and with all convenient speed then afterwards, all and every Debts and Sums of Money due by the said joint Account, or by them the said Parties by reason thereof, shall be duly paid, satisfied and discharged, or otherwise equally secured by the Bonds of them the said Copartners or Survivors of them, in case the said Debts cannot in convenient time be paid, as aforesaid

And as for and concerning the remainder of the said Stock of twenty Thousand pounds, and all Gains, Profit and Advantage by the Stock accruing, whether the same shall consist in Debts or ready Money; or both, (the Moneys lent and added to the said Stock by any of the said Copartners, with the Interest thereof then due, being then paid and satisfied) the said remaining Moneys and Debts, being divided into equal parts and proportions, according to the number of the said Copartners, or such of them as then shall be living; the same shall by Lots, cast or some other way, as they shall think fit, be distributed to the said Copartners, or such of them as shall be then living, whereby each of them may have a rateable part and proportion of the said Stock, and of clear Gains and Profit thereby arising.

And also, that every of the said Parties, his Executors and Administrators, for the better recovery of such Debts and Sums of Money, as at the end and determination of the said term of four years, shall be due and owing by reason or means of the said Copartnership: And as shall happen, or fortune to be allotted or divided, for or towards the parts or portions of the other of them shall and will at any time, upon the reasonable request, and at the Cost and Charges of such others of them, to whom such Debts shall be allotted, as aforesaid, make or cause to be made unto him or them such sufficient Letter or Letters of Attorney for and touching the Recovery and Receipt of the said Debt and Debts, and every part thereof to the proper use and behalf of him and them to whom the same shall be so allotted and divided, as aforesaid, as by such of the said Parties to whom such Debts or Sums of Money shall be so allotted or divided, his or their Executors or Administrators, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required.

And it is expressly condescended and agreed by and between the said Parties to these presents, and each and every of them, by and for himself, his Executors and Administrators doth covenant and grant to and with each and every of the other of them, his Executors and Administrators, by these presents, in manner and form following: That is to say, That no Right or Survivorship shall take place or effect, or be put in use, in or for any matter or thing

thing, touching or concerning this joint Trade, or occupying, against any other of them, or any of their Executors or Administrators, but that it shall and may be lawful, to or for any of the said Parties, to leave, devise and bequeath, in and by his last will and Testament, or otherwise, all his said part, portion and share, of and in the said Stock and Gains, according to such Dividend as is aforesaid, and the true intent and meaning of these presents.

And moreover, that if any Ambiguity, Doubt, Question or Controversie, at any time or times hereafter, shall happen to arise or grow between the said Parties, his or their Executors or Administrators, or any of them, for, touching, or concerning the said Copartnership, or any matter or thing in these presents contained, or otherwise howsoever touching the same, that then and so often, each and every of the said Parties, his Executors and Administrators, for his and their parts upon request, to each of them, his or their Executors or Administrators to be made by the Party or Parties grieved, shall and will from time to time, commit the ordering, hearing and deciding of such ambiguity, doubt, question or controversie to such different men, being Merchant-Adventurers, as shall be named by the said Parties: That is to say, each of them one, and shall and will stand to and abide such order and direction therein, as by such Men shall be made and set down in the Premises in Writing under their Hand and Seal, within one Month next after notice of any such doubt, ambiguity, question or controversie unto them made or given: And if such persons cannot agree nor make and set down any such order and direction, within such time, as is before limited, that then and so often in every such case, each and every of them the said Parties his Executors and Administrators shall and will stand to and abide such order and direction, touching and concerning such ambiguity, doubt, question or controversie, as by the Governour of the Company of Merchant-Adventures here in *England*, for the time being, shall be made and set down within three Months next after such time, as Petition or Suit, by the said Parties or any of them, to the said Governour in that behalf shall be made.

And further, It is condescended concluded and agreed, by and between the said Parties to these presents; and their true intent and meaning is, That none of the said Parties nor the Executors or Administrators of any of them, shall at any time or times be charged or chargable by vertue of these presents, or any covenants, matters or things herein contained, further than that every of them the said Parties his Executors or Administrators shall

shall stand or be charged, for his and their own proper offence and breach of Covenant, and not for the offence, or breach of Covenant of any other of the said Parties, his Executors or Administrators, any thing before contained to the contrary notwithstanding.

And finally, That none of them the said Parties, nor any of their Executors or Administrators shall or will, at any time or times hereafter, make, do, commit, or omit to be done, wittingly or willingly, any Act, Deed, Devise or Thing whatsoever, to the end or intent to defeat or defraud in part, or in all, the true intent and plain meaning of these presents.

In Witness, &c.

Another

Another form of Copartnership between four Citizens, touching Merchandizing, Foreign and Domestick.

THIS Indenture Quadripartite, made &c. between *A. B.* of, &c. on the first part, *C. D.* &c. on the second part, *E. F.* &c. on the third part, and *G. H.* &c. late Servant of the said *A. B.* on the fourth part, witnesseth, that the said *A. B. C. D.* and *G. H.* in consideration of the trust, confidence and good opinion, which every one of them the said Parties formerly had, and yet hath and repositeth in the other of them, have joined together to be Copartners in the Trade of Merchandizing: That is to say, in buying, selling, uttering, vending and retailing of all sorts of Wares, and other kind of Business to the Trade of a Merchant, incident, belonging or appertaining, and the said Copartnership to continue between them, from, &c. for and during the term and space of three whole years from thence next ensuing, and fully to be compleat and ended (if all the said Parties shall so long live.)

And to that end and purpose, they the said *A. B. C. D. E. F.* and *G. H.* have before the day of the Date of these presents, delivered into Stock (to be used and imployed in the said Trade of Merchandizing as well in the Territories of *England* as elsewhere, in several places in the Parts beyond the Seas) in Money, Cloath, Wares, Debts, and Merchandizes adventured abroad and here in *England*, such several Stock and Stocks, and Sum and Sums of Money; as are specified and expressed in the Schedule indented to these presents annexed, of the peculiar and proper Stock severally put in by, and severally belonging to each one of the said Parties, for their several quantity and proportion, being in the said Schedule severally and distinctly set down, mentioned and declared, as by the same more fully doth appear.

It is now covenanted, granted, concluded and fully agreed by and between all the said Parties, to these presents: And each one of the said several Parties for himself respectively, and for his several Executors and Administrators, do and doth severally and not jointly, nor one of them for the other covenant and grant to and with each and every other of the said Parties, and their several Executors and Administrators by these presents, in manner and form following: That is to say, that every and each of

the said Parties shall from time to time, during, and by all the space of three years (if all the said Parties shall so long live) continue and abide together, as joint Occupiers and Copartners, and that every and each of the said Parties shall from time to time, during all the said term (if they shall so long live) do their and every of their reasonable endeavours and diligence, by all the ways, labours and means that each of them can to the uttermost of his power, with Skill and Knowledge, to and for the benefit, profit and advantage of the said Copartners, with all or so much of the said Stock as shall in any manner of wise come, or be committed to each one of their several charges, dispositions and government, and the gains and increase thereof.

And it is agreed by and between all the said Parties to these presents, and their true intent and meaning is, That the said *C. D.* shall manage the Business and Affairs, for, &c. (naming the place,) in the parts of *Spain*, during the good liking of the said *A. B.* and there for the most part reside and have his continuance and being. And that the said *G. H.* shall manage the Business and Affairs for *Germany*, and those parts, during the good liking of the said *A. B.* and there he for the most part to reside, and have his continuance and being: And the said *A. B.* and *E. F.* shall manage the Business and Affairs for *England*.

And it is covenanted, granted and agreed, by and between all and every the said Parties, to these presents: That all such gains, profit and increase as God shall send, and as shall grow and arise by reason of their said Trade, and joint Occupying, as aforesaid, shall from time to time, during the said joint Occupying, equally and indifferently be parted and divided in manner following: That is to say, to every one of the said Parties, their Executors and Administrators, a just equal and rateable Part and Proportion, in and upon every hundred pounds, rateably and proportionably according to the quantity of each ones several Stock by them severally put in, and appearing in the said Schedule, for his and their part of the gains, profit and increase that the same shall amount unto, and also of all such hurt, loss and detriment, as shall happen by the said joint Occupying, by evil Debtors, loss of Adventures, or otherwise, which shall be equally born and sustained, without fraud or covin, by the said Copartners in their several proportions of the said Stock, according to the manner and form of the dividend of the Gains aforesaid.

And it is covenanted, granted and agreed by all and every the said Parties, to these presents, and each one of the said Parties respectively for himself, his Executors and Administrators, do and doth severally and not jointly, covenant, promise, grant
and

and agree, to and with every and each other of the said Parties, his and their several Executors and Administrators, by these presents, That there shall be had and kept from time to time, during all the time of their Occupying, and Copartnership together, as afore said, as well for the Account and Affairs here in *England*, as likewise for the several Accounts and Affairs severally beyond the Seas, perfect, just and true Books of Accounts and Reckoning, of all the said whole Trade and Dealing, as much as is in each ones power, or two jointly, and as relating to and concerning that place or places, and the Business and Affairs thereunto belonging, wherein or whereunto he or they shall be used or imployed, or which shall be had, used or occupied, by reason of the said joint Trading: And that the said *A. B.* and *E. F.* shall have the custody and keeping of the Books of Accounts for *England*, and all things concerning the Trade for or in *England*: And the said *C. D.* shall have the custody, and keeping of the Books of Accounts, for, and concerning the said Trade in *Spain*: And that the said *G. H.* shall have the custody and keeping of the Book of Account concerning the Trade in *Germany*: And that every of the said Books shall be according to each ones Power, justly and truly kept, and therein entred and set down all manner of Goods, Wares and Merchandizes whatsoever, either bought or sold, by means or reason of the said Copartnership, and joint Occupying, with all Debts thereof, or therefore from time to time to be made together, with all the gains, profit and increase, that God shall send, and shall come or arise of, from, or by reason of the said joint Occupying, and also of all Costs, Charges, Losses and Expences, as are or shall be expended, disbursed, laid forth, had or suffered by any ways or means, by reason of the said joint Occupying, which said Books shall be used in common to and for the use and behoof of every and each of the said several Parties, their and every of their Executors and Administrators to have free access and recourse unto, without the let or interruption of each, or the Executors, Administrators or Assigns of each other.

And also that every and each of the said Parties shall from time to time of their said joint Occupying and Copartnership together, as afore said, shew and make privy unto the other and such of the Servants and Apprentices of each other that will attend upon the said Trade, the particulars of all the Affairs and Dealings of the said Trade, or that are needful and necessary thereabouts to be made known and manifest.

And also that every and each of the said Parties twice in every year yearly, during the said Term, or oftner, if need require,

at or upon the reasonable request of any of them unto the other, shall and will to the best and uttermost of each ones power and knowledge, and as much as in them lies, make, yield, render and perfect unto every and each other, or to the Executors and Assigns of every and each other, at or in the City of *London*, a just, true and perfect Account and Reckoning, of all the said Stock and Stocks, in the said Schedule mentioned, of all such Goods, Wares and Merchandizes, and ready Money, as at any time hereafter, during the said joint Trade and Occupying, shall come to any of their several Hands, Occupying, Custody or Governance, or to the Hands of any other person or persons, to their or any of their several or joint uses, or by their or any of their several or joint deliveries or appointments, or by the delivery or appointment of any the said Factors or Servants of them, by reason of the said joint Occupying; and also of all the Gains, Profit and Encrease that God shall send of the same Stock and Stocks, Goods, Wares, Merchandizes and ready Money, or otherwise, by reason of the said joint Occupying: And also of all such Debts and Duties as shall be owing to the said Parties, or any of them, to be owing to any person or persons, by reason of the said joint Occupying, and that upon the perfecting and finishing of every such Account, all the said Parties, their Executors and Administrators, shall subscribe their Names to the same; witnessing each ones Consent and Agreement thereunto, for avoiding of all Doubts and Questions, which otherwise might happen to ensue.

And further, That it shall and may be lawful to and for every and each of the said Parties, and the Executors and Administrators, Servants, Factors and Assigns of them, and every or any of them, at all convenient and seasonable time and times, during all the time of their just Occupying, at the liberty and pleasure of any of the said Parties, their or any of their Executors, Administrators, Factors or Assigns, to have access and recourse to the Books of Account and Reckoning, and to the Notes and Remembrances appertaining to the same, any wise touching or concerning the said Trade and joint Occupying, and to search, peruse and examine the same for the better tryal, and finding out and discovery, how and in what sort and condition, the said joint Occupying doth and shall from time to time proceed and stand.

And it is further covenanted, concluded and agreed by and between the said Parties, to these presents, and every one of the said Parties before-named, for himself respectively, and for his several Executors and Administrators, do and doth severally and not

not jointly, promise, grant and agree, to and with the other of them, his and their Executors, Administrators and Assigns, by these presents, That no Bill, Writing, Contract or Bargain, shall be made at any time, during the said joint Occupying together, in the Parts beyond the Seas, for any matter touching the said joint Trade, otherwise than in the name of the said *A. B.* if the same with reasonable inconveniency may be done: And that there shall be no private Occupying or Trade of buying or selling had, used or occupy'd by any of the said several Parties, their Factors, Servants or Apprentices, or any of them, or by any other, to or for their or any of their uses, benefit or behoof, in any wise or condition whatsoever, at any time or times, during the time of their Copartnership, to the hurt or injury of the said joint Trade, other than such, as that the Gains, Commodity, Advantage and Profit thereof, shall equally be to the use of them the said *A. B. C. D. E. F. and G. H.* proportionably, according to the rate and proportion of their several Stocks before-mentioned: Saving that it shall and may be lawful to and for the said *A. B.* at his liberty and pleasure with his Overplus and Stock at any time or times during this Copartnership to use a Trade to and for the *East-Indies*: And saving that it shall and may be lawful, to and for all the said Parties, during the term of their said joint Trade to deal with and for other men, with whom they shall in no wise have any Partnership, and which shall not hinder or any way prejudice the said joint Trade, and to receive the Factorship for such their dealing to their own proper use: Any thing herein before contained to the contrary notwithstanding.

And it is further covenanted, granted concluded and agreed, by and between the said Parties to these presents: And each one of the said several Parties for himself respectively, and for his several Executors, Administrators and Assigns, do and doth interchangeably, and respectively, and not jointly, covenant, grant and agree to and with the other of them, his Executors, Administrators and Assigns, by these presents, That they the said *A. B. C. D. E. F. and G. H.* their, and every of their Executors and Administrators, shall and will within the space of three Months, next ensuing the end, determination or dissolution of the said Copartnership, whether the same be by expiration of the said term of three years, or by the Death or Decease of any the said Parties, which soever of the same shall first happen, at the request of every or any of them unto the other, at the now dwelling House of the said *A. B.* situate in, &c. give and deliver a just true, perfect and final account and reckoning, in Writing, to the uttermost of every and each mans power, and knowledge of all and every the said Stock

Stock and Stocks mentioned in the said Schedule, and of all the gains and increase, loss and damage, which God shall send, and which shall grow or be to the same: and of all Goods, Wares, Merchandizes and Commodities, before that time, had, bought, sold or dealt in, with the said Stock and Stocks, and gains aforesaid: and of all Debts, made and being due, Sum and Sums of Money, received and paid out by means, or in respect of the said joint Trade; and generally of all Buying, Bargaining, Selling, Trading and Merchandizing by the said Parties, or any of them, with the said Stock and Stocks, and gains, and increase thereof aforesaid.

And, that then upon the perfecting and finishing of the said final account, so, as aforesaid, to be made and done [the Debts, Duties and other Charges to be then owing or payable by the said Parties, or any of them, for, and in respect of the said joint Trade, being then first and before all things there-out, paid, deducted and allowed, and likewise the losses, if any be, to be in like proportion born and sustained] all and every the Stock and Stocks in the said Schedule mentioned, then remaining, and the gains and increase, which God shall send, and shall appear to become and growing thereof, or by reason of the Trade aforesaid, whether the same shall consist in Money, Wares, Debts or otherwise, shall be indifferently parted, shared, paid and divided, to and amongst the said Parties, their Executors and Administrators in kind proportionably and rateably, without fraud, deceit or diminishing in that full measure, as each ones several part shall justly and truly, in a true reckoning and computation thereof arise and amount unto upon every hundred Pounds thereof, according to the quantity of each ones several Stock and Stocks in the said Schedule appearing and mentioned, and according to the plain true intent and meaning of these presents.

And, that such part and portion of the said Stock and Gains, as shall upon the perfecting of the said final Account appear to be and consist in Debts and Duties due and owing to the said Parties, or any of them, shall also from time to time, as the same or any of them shall be recovered or gotten in by the said Parties, or any of them, be also parted, shared and divided to and amongst the said Parties, according to the like Order, Rate, Division and Proportion, as is before herein expressed and set down: And that the said Parties, and every of them, their Executors and Administrators, immediately upon the perfecting and finishing of the said final Account, partition and division, as aforesaid, shall and will do their, and every of their Endeavours, by all the lawful ways and means, that they or any of them, may or can, for the
more

more speedy recovery and getting in of all and every the said several Debts and Duties, from time to time to be due or owing to them, or any of them, as part of the Gains, and Stock aforesaid: and that the charges of suing for and getting in of the said Debts and Duties, from time to time, shall be born and paid, by all the said Parties rateably, according to the quantity of their several Stocks and Gains aforesaid.

And that if it shall happen to any of the said Parties, to dye or depart ~~this~~ life, during the said Copartnership: That then in any such case, no right of Survivor or Survivorship, shall hold or take place, or be by them, or any of them challenged, claimed or demanded in any wise, but that they the said Parties, and every of them, shall and may lawfully give, devise, dispose and distribute his and their Parts and Portions of the said Stock and Stocks, Gains and Increase to them severally and properly to belong and, be due and belonging by the true intent and meaning of these presents, by their or any of their last Wills and Testaments, or by any other means or device, as fully and amply, as they or any of them could or might do, of their own proper Money or Goods, not pertinent to this joint Trade or Account: And likewise that the Executors and Administrators of every such Person and Persons so dying, may have and enjoy his and their full rateable Part and portion of the Stock and Stocks aforesaid, and of the Gains and Increase thereof, according to the true intent and meaning of these presents, without any lett, trouble, hinderance or interruption of any other of the said Parties Surviving; any Usage, Law, Custom, or other impediment to the contrary thereof, notwithstanding.

And that all and every the said Parties before mentioned, their Executors and Administrators, at all times during the continuance of the said Copartnership, and afterwards until the end of the whole business shall be fully finished, and brought to perfection by all good ways that they possibly can, shall be aiding and assisting unto each other, their Executors and Administrators, for the obtaining and speedy getting of every and each ones private and perticular Part and Portions, to him or them to be due, upon the Portion or division aforesaid, and that without fraud or covin.

And each of the said Parties for himself, his Executors and Administrators, doth covenant and grant, to and with the other of the said Parties, his and their Executors and Administrators, by these presents, That it shall not be lawful, for the said Parties, at any time during the said Copartnership, or any of them, to take out or diminish any part of the said joint Stock, or any
the

the Gains or Increase thereof, other than such Sum and Sums of Money, as hereafter in and by these presents, is licensed and allowed: And that no charge shall in any wise be put to the Account of the said Copartnership, but such as shall be for the Merchandizing in Trade, and occupying of the Stock and Stocks aforesaid, and the Gains and Increase that of and concerning the same shall come, arise or increase [unless it be for convenient House-room, and Ware-house-room in the parts beyond the Seas, and for the suing for, and getting in of Debts and Duties belonging to the said joint Trade, and other necessary Charges belonging to Merchandize behooffull for their joint Occupying, which are to be born by the general account of the said joint Trade.] And that the Charges of Ware-house-room, Dyet, Lodging; and such like, for the time any of the said Parties shall be within the City of *London*; during the time of the said Copartnership, shall be upon the particular and sole Charge of the said *A. B.* his Executors or Administrators.

And it is covenanted and granted, concluded and agreed by and between all the said Parties to these presents, and each one of the said Parties for himself respectively, and for his several Executors and Administrators, do and doth Covenant and grant by these presents, that he the said *C. D.* by way of further Remuneration, his Executors and Administrators, shall every year, for and during all the time of the said Copartnership, be allowed out of the said joint Stock, and general Account, the Sum of one hundred eighty four pounds *per Annum*, of lawful Money of *England*, over and above all other his gains and allowance herein before-mentioned, one hundred pound yearly whereof, it shall and may be lawful to and for the said *C. D.* to take out of the said joint Stock, to use, spend, bestow and convert, at his own free will and pleasure, and that he the said *C. D.* shall leave yearly the residue, being the Sum of eighty four Pounds to rest, remain and run to and in use, to and with the said general Stock, during the said Copartnership, the profit and loss of which said eighty four Pounds to be divided to and amongst the said Copartners in like manner, according to the division and proportion of their several Stocks aforesaid: and the said eighty four Pound yearly, together with so much of the said yearly Sum of One hundred Pounds not formerly taken out, at the end and determination of the said Copartnership, shall be to the said *C. D.* his Executors and Administrators, fully satisfied and paid, or otherwise by him the said *C. D.* his executors or Administrators: out of his Account to be deducted and defalked: and that the said *G. H.* his Executors and Administrators, by way

way of further recompence yearly, and every year, for and during, &c. *ut supra* for C. D. [and so for the rest.] Any matter or thing before in these presents contained to the contrary in any wise notwithstanding.

And finally it is covenanted, and granted and agreed, by and between all the said Parties to these presents, that if any variance, suit, difference, doubt, controverſie, diſcord, or contention happen, grow or be moved, by and between the ſaid Parties or any of them, or the Executors or Adminiſtrators of them or any of them, for, upon or by reaſon of the ſaid Trade, and joint Occupying, or any matter or thing thereupon depending, or upon or by reaſon of any matter or thing in theſe preſents contained or expreſſed, That then and ſo often from time to time as the ſame ſhall happen, and before any ſuit, arreſt or trouble, ſhall be attempted or begun by them or any of them, againſt the other, All and every of the ſaid variances, differences, ſtrifes, doubts, controverſies and contentions, ſhall from time to time be referred and ſubmitted to the hearing, order, award and determination of four honeſt Perſons, being of the Company of Merchant adventurers of *England* for the time being, whereof one ſhall be choſen by the ſaid A. B. his Executors or Adminiſtrators, one other by, &c. [naming the reſt] as Arbitrators, in and for all and every the premiſſes, if they ſhall be content to undertake the variances, ſtrifes and contentions ſo to them to be referred within the ſpace of one Month next after ſuch reference and ſubmiſſion to them made: And further, that they the ſaid A. B. C. D. E. F. and G. H. and every of their Executors and Adminiſtrators reſpectively, for their ſeveral and particular parts, ſhall and will fromtime to time ſtand to, abide, obey, perform, fulfil and keep all and every ſuch end and ends, determination and judgment, as by the ſaid four Perſons ſo as aforeſaid; to be choſen, ſhall from time to time be had, made and given in Writing, for and in behalf of the ſaid Parties, as touching any the variances or differences aforeſaid.

Inwitneſs, &c.

E * A

A Letter of Composition for half Debts.

TO All whom, to &c. *A. B. C. D. &c.* Creditors of *E. F.* do send greeting. Whereas the said *E. F.* the day of the Date of these presents, is, and standeth justly indebted, and doth owe unto us the several Parties above-named, divers and several Sum and Sums of Money; and by reason of the many Losses, great Hindrances, and other Damages happened unto him, he is utterly unable, as he affirmeth, and as he hath made appear unto us, to give other satisfaction for his said Debts, than by and with such Goods and Wares as are now remaining in his Hands, and such Debt and Debts as are now at present owing unto him; which we the said Creditors are unwilling to accept, or in any wise to intermeddle with, but have rather resolved and made choice to undergo a Loss certain, and to accept of ten Shillings in the pound, or the one half of the Debts by him owing unto us, to be duly paid in full satisfaction for our said Debts in manner and form following, &c. (here set down the manner and days of Payment)

Now know ye, That we the said Creditors do covenant and grant, and every of us for his own part and for his Executors and Administrators, doth covenant and grant, and every us, for his own part, and for his own Executors and Administrators, doth covenant and grant, to and with the said *E. F.* his, &c. That if the said *E. F.* his, &c. or any of them shall well and truly pay, &c. (here set down as before, the manner of Payment) or for the sure payment thereof in manner and form aforesaid, shall be before the day of, &c. next ensuing the date of these presents, become bounden unto every of us in several penal Obligations, in double the said Sums to be contained in several Conditions thereof. And further, That if the said Obligations and every of them, shall be delivered to such person and persons as we shall appoint, duly sealed and executed by the said *E. F.* at or before the, &c. next ensuing the date hereof, that then from and after such payment made, as aforesaid, or by the said several Obligations made, executed and delivered, as aforesaid, for the several payments aforesaid, according to the intent and true meaning of these presents: We the said Creditors and every of us, and the Executors, &c. shall and will hold our selves well contented and satisfy'd for all such Debts as he the said *E. F.* did formerly owe unto us, or any of us before the sealing of the said Obligations.

And

And that then also, we the said Creditors, and every of us, or the Creditors, &c. within ten days next after such payment made, as aforesaid, or the sealing and delivery of the said Obligations, according to the true intent and meaning of these presents, shall and will seal and subscribe, and in due form of Law deliver unto the said E. F. his, &c. one or more general Release or Releases, Discharge or Discharges, of all Debts, Duties and Demands whatsoever, by him the said E. F. unto us and every of us, formerly owing or Payable, from the beginning of the World unto the Days of the Date of the said Obligations, so to be sealed and delivered by the said E. F. his, &c. as aforesaid, as the said E. F. his Executors or Administrators, his or their Counsel, learned in the Law, shall reasonably devise, advise or require,

Provided always, that these presents or any matter therein contained, shall not be of any force or effect, to bind or charge us, or any of us, who have hereunto sealed and subscribed, unless and until all and every the said Creditors above named, shall and do likewise seal and subscribe these presents, at or before the, &c. next ensuing the Date hereof,

In Witness, &c.

Another to have free liberty to go to and from the Creditors to Compound.

TO All, &c. We A. B. C. D. &c. Creditors of E. F. Citizens and Mercer of London, do send greeting. Whereas the said E. F. the Day of the Date hereof is indebted, and doth owe unto us the said Creditors severally, divers Sums of Money, which by reason of some losses happened unto him, as he informs us, he is not able presently to satisfy and pay, as he willingly would, but desires our favour and respite of time for the payment thereof.

Therefore know ye, that we the said Creditors above named, moved with compassion, and the desire which the said E. F. hath to and for the satisfaction of our said Debts, have given and granted, and by these presents do give and grant unto the said E. F. full and sure liberty and freedom (as much as in us, or any of us lieth) to go, come and resort unto us and every of us, his said Creditors, to compound and take order with us and every of us,

for our and every of our said several Debts without any let, trouble, suit arrest, attachment or other impediment to be offered or done to him the said *E. F.* his Wares, Goods or Merchandizes, for and during the space or time of two Months next ensuing the date of these presents.

And if it happen, that the said *E. F.* his Person, Goods or Chattles within the said space of two Months by us or any of us the said Creditors, our or any of our Executors, Administrators or Assigns to be attested, sued troubled, attached or molested, contrary to the true intent and meaning of these presents That then he the said *E. F.* his Executors, Administrators and Assigns shall for ever be acquitted and discharged against him or them of us, his or their Executors, Administrators or Assigns, by whose Authority, means or procuement, he the said *E. F.* his Goods or Chattles shall be sued, arrested, attached or molested as aforesaid, of all manner of Actions, suits, Debts and Demands whatsoever from the beginning of the World to the Day of the Date of these presents. In Witness, &c.

Or there may be Covenants from the Creditors not to be or molest the Debtor (in manner following) and We the said Creditors all and every of us, severally for himself, and for our and every of our Executors and Administrators do and doth severally Covenant, Promise and Grant, to and with the said E. F. his Executors and Administrators by these presents, that We the said Creditors or any of us, our or any of our Executors, Administrators or Assigns or any other Person or Persons, by our or any of our, their or any of their Authority, assent, consent or procurement, of the said E. F. his Executors or Administrators, or any of his, their or any of their Goods, Chattles, Debts or other things shall not, nor will not in any wise sue, arrest, implead, attach, imprison, condemn, trouble, seize or molest for or concerning satisfaction or payment to be made to us or any of us, our or any of our Executors, Administrators or Assigns, of or for our said several Debts and Duties, or any of them, or any part or parcel of them, or any of them, or for any other matter or thing whatsoever which we or any of us can or may have, pretend or demand of or against the said E. F. or to find or provide for us or any of us, our, or any of our Executors, Administrators or Assigns, any other sureties or securities for the satisfaction or payment of the said several Debts, and other things, or any of them, or any part or parcel thereof, other than all or any of us now have, or severally hath for the same, during the time aforesaid.

In Witness, &c.

Another

*Another to a Debtor (Resident in England)
for a years time*

TO all &c. We *A. B. C. D. E. F. and G. H.* of *London* Merchants do send greeting. Whereas, *I. C.* Citizen and Vintner of *London* (for and by reason of Commerce, and divers Contracts, Agreements and other causes, between him and us the above named persons, severally passed and had) standeth and is indebted to us the said *A. B. C. D. E. F. and G. H.* severally, in divers and sundry great Sums of Money, as by several Obligations and Specialties, under his Hand and Seal unto us severally made, it doth and may appear.

Now know ye, that we the said *A. B. C. D. E. F. and G. H.* for divers sundry good and charitable causes and considerations, us hereunto especially moving, Have given and granted, and by these presents do give, full licence and liberty unto the said *C. D.* quietly and freely, to go about, attend and negotiate, as well his own private affairs and businesses, as also all other matters and things whatsoever he hath, or shall have to do and prosecute, for any person or persons whatsoever, as well within the City of *London*, as elsewhere within the Kingdom of *England*, at all and every time, and times from henceforth, for and during the space of twelve Months to begin and commence from the Day of the Date hereof, without any manner of let, disturbance, stay arrest, or attachment of his Person, or of his Goods, Chattles, Money, Merchandizes, or any other his Commodities, or things whatsoever, by us the said *A. B. C. D. E. F. and G. H.* or any of us, or by the Executors, Administrators or Assigns of any of us, on this side, or within the space of twelve Months to be accounted as aforesaid.

And We are not only contented and agreed, to give and grant this our present Licence unto the said *I. C.* for and during the time aforesaid, within which space he the said *I. C.* doth intend the payment or satisfaction of all and every the said Debts, but also we, and every of us, for his part doth by these presents, agree and declare, that if it shall happen the said *I. C.* in his Persons, Wares, Goods, or Merchandizes, or any of them, within the said time or space of twelve Months next ensuing the Date hereof, by us or any of us the said Creditors or by our or any of our Executors, Administrators or Assigns, or by any other Person or Persons, by or through the Authority, commandment, will,

will, or consent or procurment of us, or any of us against the tenor, form and effect of these presents in any wise to be arrested, sued impleaded, molested or attached, that then he the said *I. C.* his Heirs, Executors, &c. by virtue of these presents, for evermore, be clearly acquitted and discharged against him or them of us by whom, or by whose Authority, means or procurment he the said *I. C.* his Goods, Wares, Moneys or Merchandizes shall be contrary to the form, effect and true meaning of these presents to be vexed molested, attached, sued, arrested or hindered, of all manner of Actions, Suits, Debts and Demands, whatsoever they be, from the beginning of the World until the Day of such arrests, suits, attachments or molestations,

In Witnes, &c.

Another in brief.

TO All; &c. We or such of us who have signed and sealed these presents, being Creditors of *C. D.* an *English* Merchant now residing at *F.* in the parts beyond the Seas, do send greeting. Whereas the said *C. D.* is indebted to us his Creditors severally in divers Sums of Money, for which, by reason of bad Debts and other casual Hindrances, as well by Sea as Land, he is unable to give unto us present satisfaction, and having desired, as well by severall of his own Letters, as well by Mediation of his Friends here resident in *England*, for a time, without our or any of our Molestations, Arrests, Suits or Interruptions, to come over into *England*, and to reside here, as well to gather in and recover the Debts to him due here, as to make his true Estate known unto us, and as much as in him lieth, to give us and every of us satisfaction, for the said Debts by him to us particularly owing: Unto which request and desire of the said *C. D.* we do hereby condescend, and are content that he shall come over into *England*, and stay and abide in *London* or elsewhere within the said Kingdom, in peace and quiet, and without the Arrest, Suit, Trouble or Molestation of us or any of us, for and during the space of six Months, to be computed from the day of the date hereof.

In Witnes, &c.

Another

Another to a Debtor, beyond the Seas, for Six Months, paying Six Shilling eight pence a Pound.

TO All, &c. We, &c. (naming the Creditors) send greeting,
&c. Whereas C. D. Merchant, now resident in the Parts beyond the Seas, is indebted unto his Creditors, whose Names are here-under written, in several Sum and Sums of Money, and being unable to pay us our whole Debts, we do here declare, that every one of us who shall subscribe these presents with his own Name or Mark, shall and will give him free leave and license both for his Person and Goods to go, come and abide amongst us for the term of six Months, to be computed from the date hereof, without our or any of our lett, trouble, suit, arrest or disturbance.

And further that if the said C. D. his Executors, Administrators or Assigns, shall within the Space of Six Months aforesaid to be computed from the Date hereof, pay or cause to be paid unto us, for and in respect, of the several Debts, owing severally unto us, six Shillings and eight pence Sterling, in the Pound (not accounting Interest for the said several Debts to us owing, or for any part thereof) that then we shall accept of the said six Shillings and eight pence the pound, in full of the said Debt and Debts to us severally owing, and shall give unto him or them thereupon (at his cost and charges) general Acquittances and Releases from us and every of us; and in further Declaration, of our leaves and licence to him given as aforesaid, we do promise to Seal and Subscribe unto him a Letter of License to be made according to the purport and true meaning hereof.

Witness our Hands, this day of, &c.

Another

Another to a Merchant, remaining beyond the Sea, to come into England, &c. for a Year.

TO all, &c. We, (naming all the Creditors of C. D. now com-morant in the Parts beyond the Sea) do send greeting. know ye, that We the said Creditors, being particularly sensible of the divers Losses and Impoverishments lately befalling upon him, the said C. D. as well by Sea as by Land, whereby, as he affirmeth, he is disabled at present to make payment unto us, of the several Debts and Sums of Money by him due and owing unto us, respectively, in consideration whereof, and at the special request and desire of the said C. D. that some respite of time may be given him, for the gathering in, and recovering of his Debts, and the effecting of some means for the Payment of the several Debts by him unto us, severally due as aforesaid.

Have given and granted, and by these presents, we and every one of us, for our and every of our Executors, Administrators and Assigns, do give and grant unto the said C. D. his Executors and Administrators full and free license and liberty, whereby the said C. D. his Executors and Administrators, and every of them, shall and may freely and quietly, at his and their liberties and pleasures, when and as often as it may or shall please him or them, to go, pass, repass, sojourn, dwell and abide with all, and singular the Goods, Cloaths, Wares, Merchandizes, and all other things whatsoever of the said C. D. his Executors and Administrators, in, and by and through the Realm of *England*, and the Cities, Towns, Places and Dominions thereof, and elsewhere, to and for his and their, and every of their most and best advantage, Commodity and Profit, and to buy, sell, exchange, or by any other ways, means, or kind of Merchandizing, or otherwise, Employ, Deal or Trade, for any manner of Goods, Chatles, Wares, Merchandizes, or other things whatsoever, to or them belonging, as aforesaid, from time to time, during the space of one whole year next ensuing the Date of these Presents, with out lett, suit, trouble, impediment, arrest, attachment, procecution, or impleading, or any other grievance, hurt, or vexation, by or through us, or any of us, or by the Executors, Administrators or Assigns, of us or any of us, in anywise, to be done, procured or exempted, against the said C. D. in his own Person, or against his Executors or Administrators, or any of

of them, or his, or any of their Goods, Chattels, Wares, Merchandizes, Money, Debts, or any other thing whatsoever, or any part or parcel of them, or any of them, for touching, concerning, upon, or by reason, or means of any Debt or Debts, Duty or Duties, Sum or Sums of Money now due or owing, by the said *C. D.* to us, his said Creditors, or any of us.

And further, We, the said *A. B. C. D. E. F. &c.* and every of us, by himself, for his own Part and for himself, his Executors and Administrators, and every of them, doth covenant and grant to and with the said *C. D.* his Executors and Administrators, and every of them, [by these presents: That if any Suit, Arrest, Attachment, Process, Impediment, or other grievance, hurt or vexation whatsoever, before the end or expiration of one whole year next ensuing the Date hereof, in any wise shall be brought, had, done, procured or effected, by or through us, or any of us the said Creditors, or the Executors, Administrators or Assigns of us or any of us, or by, through, or with the will, procurement, commandment or agreement of us, our, or any of our Executors, Administrators or Assigns, against the said *C. D.* his Executors, or Administrators, Sureties, or Factors, or any of them, or against his, their, or any of their Wares, Goods, Chattels, Merchandizes, Monies, Debts or any other things whatsoever, or any of them, for, touching, or in any wise concerning, or by means, or reason of any Debt or Debts, Duty or Duties, Sum or Sums, whatsoever now due or owing by the said *C. D.* to us or of any of us, his said Creditors, that then immediately from thenceforth the said *C. D.* his Heirs, Executors and Administrators, and every of them, shall for ever be acquitted and discharged, against him or them, of us his said Executors, Administrators and Assigns, and every of them, by whom any such Suit, Occasion, Arrest, Process, Attachment, Trouble, Impediment or other grievance, hurt or vexation whatsoever, shall in anywise be had, brought, affirmed or prosecuted, to or against the said *C. D.* his Executors, Administrators or Assigns, or against his, their or any of their Goods, Wares, Merchandizes, Debts, Monies, or other things whatsoever, within the said one year, contrary to the true intent and meaning of these presents, of and from all and singular such Debt and Debts, Duty or Duties, and Sum and Sums of Money, and other thing and things whatsoever, due or demandable by or from him, the said *C. D.* unto us, or any of us, our, or any of our Executors, Administrators or Assigns, that such Account, Suit, Arrest, Process, Attachment, Trouble,

Impediment, Grievance or Vexation shall cause, procure or willingly permit against the said C. D. his Executors Administrators, Surety, Factors or Assigns.

In Witness, &c.

A Letter of Licence from Creditors to a Debtor, and Composition made.

THIS Indenture made between A. B. C. D. and E. G. Creditors of E. F. late of, &c. on the one part: And G. F. of London, Widow on the other part. Whereas the said E. F. at and before the time of his Decease was indebted unto the said Creditors, in divers and several Sums of Meney: All which, they the said Creditors have hitherto, patiently forborn: And whereas the said G. F. hath since her said Husband's Death, perused and examined the Estate of her said Husband: And finding, through divers Losses, Sicknesses, and other casual Hindrances, which enforced her said Husband to impair and lessen the same, that the same is far short, to give unto the said Creditors a full satisfaction of their just and due Debts, hath hitherto forborn to take forth Letters of Administration of the Goods, Chattels and Estate of her said Husband, as to her properly did belong, according to the form and course of the Laws of this Realm; and the said G. F. having called the said Creditors together and acquainted them with the Premises, and with the weakness of her said Husbonds Estate.

They the said Creditors, by and with one assent and consent, were and are willing, content and pleased, to accept of Ten Shillings in the Pound of their Debts, upon security of her the said G. H. and to be paid at such days and times and in such manner and form, hereafter limited, expressed and declared, and thereupon is given, and by these presents give their full leave consent and approbation, that she said G. F. shall and may have, and take out in her own Name, Letters of Administration of the Goods Chattels and Personal Estate of her said deceased Husband, and that without the interruption or disturbance of them, or either of them.

Now this Indenture Witnesseth, That they the said Creditors herein before named, do by these presents for them severally and respectively, that is to say, every of them, for himself, his Executors and Administrators, and not jointly, nor one of them for the other, covenant, promise and grant, to and with the said

G. F.

G. F. her Executors or Administrators, do or shall upon, or before the, &c. next ensuing the Date of these presents, become bound in several Obligations, good and sufficient in the Law, in several reasonable Penalties unto the said several Creditors before named, severally to be conditioned, for the Payment unto them the said several Creditors, their several Executors, Administrators or Assigns, of the Sum of ten Shillings of lawfull Money of *England*, for every Pound or twenty Shillings of their due and principal Debts by the said *E. F.* owing respectively as aforesaid, not accounting any Interest for the same, or any part thereof, at or in (mention the place of payment) that is to say, on the, &c. and shall leave the said several Obligations (being duly sealed and executed by the said *G. F.*) and each of the said Bonds attested by two Witnesses, at the least, who are to subscribe their Names thereunto) safe uncanceled at, &c. (mention with whom to be left) unto or for the said several Creditors: That then the said Creditors, to or for whom, the said Obligations shall be so made, and left, as aforesaid, shall accept severally of the said Obligations and Securities, as a full satisfaction of all their Debts, so owing unto them, by the said *E. F.* as aforesaid.

And shall and will also, at the costs and charges of the said *G. F.* her Executors or Administrators, severally seal, and as their several Acts and Deeds deliver, unto or for the use of the said *G. F.* several Acquittances and Discharges in Writing, sufficient in the Law, thereby acquitting and releasing, as well the said *E. F.* his Executors and Administrators, as also the said *G. F.* her Executors and Administrators of all Debts Bonds, Bills, Claims and Demands whatsoever, from the beginning of the World until the day of the Date of these presents.

And the said Creditors severally and respectively every one, by and for himself, his Executors and Administrators, and not jointly nor one of them for the other, do covenant and grant, to and with the said *G. F.* his Executors and Administrators, and every of them by these presents, that if either the said *G. F.* her Executors or Administrators, or her or their Goods, or Chattels, or the Goods or Chattels late of her said deceased Husband, or any of them, shall at any time or times hereafter, until or before the said day of, &c. be arrested, attached, molested, or troubled by the above named Creditors, or any of them, or by any other Person or Persons, by their or any of their means or procurment, or in their or any of their right or rights, for or by reason of any Debt or Debts, so to them, or any of them, owing by the said *E. F.* at the time of his Decease: That then and from thenceforth she the said *G. F.* her Executors and Admi-

nistrators shall be acquitted, released, and discharged against him or them, by whom the said *G. F.* her Executors or Administrators, her, their, or any of their Goods or Chattels, shall be so arrested, attached, molested or troubled, of and from all Debts, Actions, Claims, and Demands whatsoever, from the beginning of the World until the day of the Date of these presents, and that these presents to be pleaded, shall be a sufficient Bar and discharge in that behalf, against him or them of the said Creditors, his or their Executors or Administrators, by whom, or by whose means, or procurement, or in whose right she the said *G. F.* her Executors or Administrators, her or their Goods or Chattels, or any of them, shall be so arrested, attached, molested or troubled, contrary to the true intent and meaning of these presents.

Provided always, that if all the said Creditors, above named, do not, or shall not, at or before the, &c. Seal, and as their Act and Deed deliver in due form of Law, one part of these presents, unto, or to the use of the said *G. F.* that then these presents, and every matter and thing therein contained, shall be clearly void and of none effect, as if the same had never been made.

And the said *G. F.* for her self, her Executors and Administrators, doth covenant and grant, to and with the said Creditors and every of them, their and every of their Executors and Administrators: That in case all the said Creditors shall in due form of Law, sign, seal, and execute, one part of these presents, as aforesaid, unto or to the use of the said *G. H.* on or before the, &c. That then the said *G. F.* her Executors or Administrators, shall and will in due form of Law, make or cause to be made, and duly seal and execute the said several Obligations, and leave the same at the place aforesaid, to and for the said Creditors upon or before the, &c.

In Witness, &c.

A Bill of Credit.

THis present writing witnesseth, That I *A. B.* of London, Alderman, do undertake to and with *C. D.* of the City of *T.* Merchant, his Executors and Administrators, That if he deliver to *E. F.* of, &c. or to his Assigns, to his use, any Sum or Sums

Sums of Money, not exceeding in the whole the Sum of three Hundred pounds of lawful Money of *England*: And shall take a Bill under Hand and Seal of the said *E. F.* for the same, acknowledging, testifying and shewing the certainty thereof: That then I the said *A. B.* my Executors or Administrators, having the Bill delivered to me or them, shall presently upon receipt of the said Bill pay or cause to be paid to the said *C. D.* his Executors or Assigns, all such Sum or Sums of Money (not exceeding the said Sum of three hundred pound) as shall be contained in the said Bill: To which Payment well and truly to be made, I bind myself, mine Executors and Administrators, firmly by these presents. In witness whereof I have hereunto set my Hand and Seal the day of, &c.

A Charter-Party between Part-Owners of a Ship, whereby the Sharers of one Moiety, let to freight their Part to the Sharer of the other Moiety.

THIS Charter Party indented of Affrightment, made the, &c. between *A. B.* and *C. D.* of *London*, Merchants, Part-owners; that is to say, Owners of the one moiety or half part of a good Ship called the *R.* of *London*, of the Burthen of 300 Tuns, with the like moiety of all the Sails, Masts, Tackle, Apparel, Furniture, Ordinance and Appurtenances thereunto belonging, now riding at Anchor in the River of *Thames*, within the Port of *Londou*, where the said *C. D.* is Master under God, of the one part, and *E. F.* and *G. H.* of *London*, Merchants, Owners of the other moiety and residue of the said Ship, with the Masts, Sails, Tackle, Ordinance, Furniture and Apparel thereunto belonging, on the other part witnesseth that the said *A. B.* and *C. D.* have granted and letten to freight, and by these presents do grant, and let to freight, all that their said part and moiety of the said Ship and Premises, unto the said *E. F.* and *G. H.* for a Voyage with her to be made by Gods grace, in manner and form following.

That is to say, That the said *A. B.* and *C. D.* for them, their Executors, Administrators and Assigns, do hereby covenant and grant, to and with the said *E. F.* and *G. H.* for them, their and
either

either of their Executors and Administrators by these presents, That the said Ship being already laden, shall with the first good Wind and Weather that God shall send next after the date hereof, by God's Grace (the perils and dangers of the Sea excepted) directly sail from the said River of *Thames*, and apply unto the Port of *Leghorn* in *Italy*, under the Dominion of the Duke of *Florence*, and there shall discharge such Goods and Merchandizes, as shall be appointed there to be unladen by the said *E. F.* and *G. H.* or one of them, their or one of their Factors or Assigns; and from thence shall sail and take her direct course, as Wind and Weather shall serve, with as much speed as may be (the perils and dangers of the Sea excepted) unto the Island of *I.* in *Grecia*, under the Government of the Seigniorie of *Venice*, and there shall stay and abide by the space of forty working days, next after her first arrival there, to unlade all such Goods and Merchandizes as are or shall be there appointed, as aforesaid, to be unladen, and within the said time shall unlade such Goods, Wares and Merchandizes as the said *E. F.* and *G. H.* or either of them, their or either of their Factors or Assigns, shall think fit to charge and relade, aboard and into the said Ship, that is to say, so much as the said Ship can conveniently carry, over and above her Viſual, Tackle, Ammunition, Apparel and Furniture.

And that the said Ship with her said Burthen shall with the first good Wind and Weather, that God shall send, after the expiration of the said forty days (the perils and dangers of the Sea excepted) sail and come from the said Island of *I.* unto the City of *London*, or as near thereunto as she conveniently may for her right discharge.

And the said *E. F.* and *G. H.* for themselves, and either of them, their and either of their Executors and Administrators do covenant and grant to, and with the said *A. B.* and *C. D.* and either of them, their and either of their Executors, Administrators and Assigns, by these presents: That they the said *E. F.* and *G. H.* or one of them, their or one of their Executors, Administrators or Assigns, shall and will truly pay, or cause to be paid to the said *A. B.* and *C. D.* or one of them, their or one of their Executors or Administrators within the City of *London*, for every Tun of such Wares and Merchandizes as shall be laden or unladen in the said Ship, during the said Voyage, the Sum of, &c. (accounting so much the Tun, &c.) for the Part and Interest of the said *A. B.* and *C. D.* in the said Ship, and for, and in respect of the freight and hire of their part of the said Ship; which said Money is to be paid in manner and form following: That

That is to say, one third part thereof upon the right discharge of the said Ship; and one other third part thereof within the space of six Weeks then next following, and the other remaining part thereof within the space of three Months next ensuing, after the end and determination of the said six Weeks.

And the said *A. B.* and *C. D.* for them, and either of them, their and either of their Executors and Administrators, do covenant and grant to and with the said *E. F.* and *G. H.* their Executors and Administrators, by these presents; That the said Ship for their part, shall be strong and stanch, and well and sufficiently Tackl'd and Apparell'd, with Sails, Sail-yards, Anchors, Cables, Ropes, Gun-shot, Artillery, Gun-powder, and all other Instruments, Tackle and Apparel, needful and necessary for such a Ship, and for such a Voyage, together with an Able Master, fifty six Men and a Boy, and a Cock-boat, which Men and a Boy shall be always ready, at all due times with the first Cock-boat of the said Ship to serve the said *E. F.* and *G. H.* or one of them, their or one of their Factors or Assigns, to and from the Land, during the said Voyage, and to discharge and relade the said Ship, as occasion shall serve.

And to the performance of all and every the Covenants, Grants, Articles and Agreements, on the Parts and Behalves of every of the said Parties, truly to be holden, performed and kept in all things, as is aforesaid, the said Parties to these presents do bind themselves one to another: That is to say, the said *A. B.* and *C. D.* do by these Presents bind themselves, and either of them, and their several Executors and Administrators, Goods, and their Part and Interest in the said Ship, with the Furniture thereof, to the said *E. F.* and *G. H.* and to their Executors and Administrators. And the said *E. F.* and *G. H.* do in like manner bind themselves, and either of them, their and either of their Executors, Administrators and Assigns, and all their Goods, and their Interest in the said Ship, to the said *A. B.* and *C. D.* their Executors and Administrators, in the Sum or Penalty of one Thousand Pound, of Lawful Money of *England*, by the Party or Parties infringing the said Covenants, or any of them; to the other Party or Parties observing, truly to be paid by virtue of these presents.

Another

*Another, where the Ship is to take in her first
Lading at several Ports.*

THIS Charter-party, indented of Affreightment made the, &c. between *A. B.* Citizen and Alderman of *London*, and *E. F.* Citizen and Draper of *London*, Owners of the good Ship called the *P.* of *London*, of the Burthen of 140 Tuns, or thereabouts, Riding at this present on the River of *Thames*, within the Port of *London*, (whereof is Master under God for this Yoyage, *T. W.*) on the one part, and *C. D.* of *London* on the other part, witnesseth, That the said *A. B.* and *E. F.* have granted and letten the said Ship to Freight to the said *C. D.* and the said *C. D.* hath hired the said Ship for a Voyage to be made by God's Grace in manner and form following : That is to say,

The said *A. B.* and *E. F.* for them, and either of them, their and either of their Executors and Administrators, do covenant and grant by these presents, to, and with the said *C. D.* his Executors and Administrators, and either of them, in manner and form following, that is to say, That the said Ship shall ride and tarry within the River of *Thames*, in the Port aforesaid, until the Tenth Day of, &c. next ensuing the Date hereof, and shall receive into her all such Goods, Wares and Merchandizes, which it shall please the said *C. D.* his Factors or Assigns, there to Charge and Lade into, and aboard her, before the said Tenth Day of, &c. and not to receive into the said Ship, before her Departure, any Goods or Merchandizes of any other Person or Persons whatsoever (except the said *C. D.*) without the special Consent and Agreement of the said *C. D.* his Factors or Assigns, first thereunto had and obtained: Except Three Packs of Merchandises Freight-free, of the said *E. F.*

That the said Ship, with the first good Wind and Weather that God shall send, next after the said Tenth Day of, &c. shall depart and sail from the Port of the said City of *London*, with the said received Goods of the said *C. D.* (the perils and dangers of the Sea excepted) unto *Gore-End*, within the Realm of *England*, where she shall tarry and abide the space of Twelve Days, next ensuing her said Arrival there, at an Anchor, there to receive into her, Freight-free, as much Corn as she can safely stow and carry, over and besides her Victual, Tackle, Apparel and Furniture,

niture, and over and besides the said Goods by her received at *London*, as aforesaid.

And moreover, That the said Ship, with the first good Wind and Weather that God shall send, next after the End and Expiration of Twelve Days, shall directly Sail (the dangers and perils of the Sea excepted) from *Gore-End* aforesaid, unto *L.* within the make her right Discharge, where the said Ship shall tarry by the space of Forty Days, next ensuing her first Arrival there, at an Anchor, as well to discharge the said Goods received into her within the said Port of *London*, and at *Gore-End*, as aforesaid, as also to relade and recharge into her the said Ship 140 Tuns in the whole, of such Goods, Wares and Merchandizes, as it shall please the said Merchant, his Factors or Assigns there, within the said Forty Days, to lade in and aboard the said Ship before her Departure, and not there to receive any other Goods of any other Person or Persons whatsoever, except what shall be laded as aforesaid, accounting so much for every Tun; (and here set down how much of each particular shall be accounted to the Tun, if it may be.)

Nevertheless, it is agreed by and between the said Parties to these presents: And the said *A. B.* and *E. F.* for them, and either of them, their and either of their Executors and Administrators, do covenant and grant, to and with the said *C. D.* his Executors and Assigns, by these Presents; That if the said *C. D.* his Factors or Assigns, cannot within the said Forty Days lade the said Ship at *L.* as aforesaid, that then the said Ship shall there tarry and abide the space of Ten Days, next after the End and Expiration of the said Forty Days.

And that the said Ship, as is before-mention'd, laden at *L.* aforesaid, shall with the first good Wind and Weather that God shall send, next after the Expiration of the said abiding Days, or so soon as she shall be laden, directly sail from thence (the dangers and perils of the Sea excepted) and apply to *A.* or *London*, or such of the said Places where it shall please the said Merchant, his Factors or Assigns, that the said Ship shall make her Discharge.

And the said *C. D.* for himself, his Executors, Administrators, Factors and Assigns, and for every of them, doth covenant and grant by these presents, to and with the said *A. B.* and *E. F.* and either of them, their and either of their Executors, Administrators and Assigns, that he the said *C. D.* his Executors, Administrators and Assigns, shall and will within the said Ports of *London* and

A Collection of Instruments,

Gore-End, charge and lade the said Ship within the Times before limited and appointed for the same, and shall and will discharge and relade the said Ship at *L.* aforesaid, within the Kingdom of *P.* within the Times before limited and appointed for the same; And shall and will discharge and unlade the said at *London*, or at *A.* aforesaid, within the time and space of, &c. days. and will within the said abiding Days, at *L.* aforesaid, and so soon as the said Ship shall be there, as is aforesaid laden, give notice unto the said Master, or his Assigns, where the said Ship shall make her right Discharge, that is to say, whether at *A.* or at *London* aforesaid.

And that the said *C. D.* his Factors or Assigns, shall well and truly pay, or cause to be paid unto the said *A. B.* and *E. F.* or one of them, their or one of their Executors or Assigns, for every Tun of the said Ship's Lading, that shall be discharged at *L.* aforesaid, the Sum of, &c. of Lawful Monies of *England*, and for every Tun that shall be discharged or unladen out of the said Ship at *A.* or *London* aforesaid, the Sum of, &c. of like Monies, which said Monies shall be paid in manner and form following, That is to say, The one Moiety within Ten Days next after the said discharge of the said Ship at *A.* or *London*, as aforesaid: And the remaining Moiety thereof within One Month next after the End and Expiration of the said Ten Days, together with Petty-load-menage, Primage and Avarage, wont and accustomed.

And that the said *C. D.* his Factors and Assigns, shall and will for every Day that the said Ship shall tarry and abide at *L.* aforesaid, over and above the said Forty Days, truly pay or cause to be paid to the said *A. B.* and *E. F.* or one of them, their or one of their Executors, Administrators or Assigns, the Sum of, &c. of Lawful Monies of *England*, at the Day and Time when the last Monies payable for the Freight of the said Ship is to be paid by the true Intent and Meaning of these Presents.

And the said *A. B.* and *E. F.* do covenant, grant and warrant by these presents, to and with the said Merchant, that the said Ship shall be able to receive into her Hatches at *L.* aforesaid, over and besides her Victual, Tackle and Apparel, the said quantity of 140 Tuns, and that the said Ship is and shall be strong and stanch, and well and sufficiently victualled, tackled, apparelled and furnished, with Masts, Sails, Sail-yards, Anchors, Cables, Ropes, Cords, Gun-shot, Gun-powder, Artillery, Tackle, Apparel, Boat and Furniture, meet and convenient for such a Ship and such a Voyage, together with an able Master, Twenty fit able Men and a Boy, which Men and Boy (or so many of them

as

as shall be useful) shall be ready at all times convenient, during the said Voyage, with the Cock or Boat of the said Ship, to serve the said Master, his Factors or Assigns, to and from the Land.

In Witness, &c.

A Bill of Adventure upon a Man of War.

TO all, &c. I *A. B.* Owner of a fourth part of the good Ship called the *Mermaid Pool*, of the Burthen or Portage of one hundred Tun, or thereabouts, and also a fourth part of all the Tackle, Apparel, Ammunition, Furniture, and Artillery to the said Ship belonging, and also of the one fourth part of the Victual and Provision to and for her now provided and appertaining, do send greeting.

Whereas the said Ship called the *Mermaid*, is now outward-bound for a Man of War, by way of Reprizal, under the Conduct, Command and Guidance of *W. B.* Captain thereof. And whereas *C. D. E. F.* and *G. H.* of, &c. have paid and delivered unto me the said *A. B.* Forty Pound *Sterling*, to be adventured upon Gain and Loss, upon the said Fourth part of the said Ship, Furniture and Victuals, in her next Voyage to Sea.

Now know ye, That I the said *A. B.* for me, mine Executors and Administrators, do covenant and grant, to and with the said *C. D. E. F.* and *G. H.* and every of them, their and every of their Executors, Administrators and Assigns, by these presents: That I the said *A. B.* mine Executors and Administrators, shall and will from time to time hereafter, not only come to a true and just Account with them the said *C. D. E. F.* and *G. H.* or one of them, their, or one of their Executors or Administrators, for all such Benefit, Advantage, Gain and Increase, as shall from time to time be made, or come, of or in respect of the said Forty Pound, so adventured as aforesaid, but also from time to time satisfy and pay unto the said *C. D. E. F.* and *G. H.* their Executors or Assigns, or to one or more of them, in the behalf of the rest, such Shares, Parts and Proportions, as shall be made, or grown of and for the said Ship, Furniture and Victual, as also of all Prizes by her to be taken, rateable and proportionable, according to the gradual Rate of a greater or lesser Sum or Share that shall be had or received by any other Owner, or Part-Owner or Adventurer, in or of the said Ship, Furniture and Victual.

In Witness, &c.

* G 2

Another

Another upon a Man of War, and several other Ships taken into Consortment with her.

TO all, &c. Whereas I *A. B.* have prepared, victualled and fitted to sail for a Voyage to the *East-Indies*, as a Man of War, in case of Reprizal, a good Ship, called the *Mary of London*, and certain other Ships by me, after to be taken into Consortment with her, by and under the power and virtue of a certain Commission to me made and granted by and from, &c. constituting and appointing me Admiral and General of the said Fleet, and for and towards the furnishing, fitting, victualling, arming and setting forth to Sea of the said Ships, I the said *A. B.* before the enfealing and delivery of these presents, have had and received of and from *E. F.* of, &c. the Sum of Fifty Pound *Sterling* upon the Adventure of the said Ship and Ships, in the said Voyage: And the said *E. F.* is contented to venture the said Sum of Money upon the said Ship and Ships, during the said Voyage, in the same manner and form as other Adventurers do.

Now know ye, that I the said *A. B.* have covenanted, granted and agreed, and do by these presents, for me, mine Executors and Administrators, covenant, grant and agree, to and with the said *E. F.* his Executors and Administrators, and every of them: That he the said *E. F.* his Executors and Administrators, for and in consideration of the said Sum of Fifty Pound so by him adventured, as aforesaid, shall have and receive to his and their own Use and Uses, such a rateable Part, Share and Proportion, as other Adventurers on the said Ship and Ships are to have or shall have, in all and every such Prize and Prizes, Goods, Jewels, Money, and other things whatsoever, which shall be had, taken, obtained, attached, atchieved, or gotten, either by Sea or Land, during the said Voyage, or by reason thereof, by or with the said Ship, or by or with any other Ship or Ships, Vessel or Vessels that shall be in Consortment or Fellowship with her, or by the means of them, or any of them, in or during the said Voyage, or which shall be to the said Ship or Ships, or any of them, by reason or means of the Voyage aforesaid appertaining or belonging, according to the just Rate and Proportion of Fifty Pound, the same shall amount unto the due and necessary Charges, pertinent and belonging to the said Voyage, being out of the whole first deducted.

In Witness, &c.

*A further Collection of some Reports,
thought fit to be incerted in this Treatise.*

Pearson versus Garret.

Trin. 5. Willieimi & Maria Rot. 177.

*J*ohannes Pearson queritur de Johanne Garret in Custod. Marr, &c. An Action pro eo videlicet quod cum Civitas London est antiqua Civit. cumq; etiam in eadem Civitate videlicet apud Paroch, beata Maria de Arcubus, in warda de Cheape; habetur necnon a toto tempore cujus contrar. memoria hominum non existit, habebatur quedam antiqua & laudabilis consuetudo, approbat. & usitat. in eadem inter mercatores & alias personas, in eadem Civitate residen; videlicet quod si aliqua persona in eadem Civitate residen; fecerit aliquam Billam sive notam in scriptis sub manu sua subscript. & per eadem Billam sive notam promitteret, solvere alicui persone aliquam denariorum summam, ad liquod tempus vel aliqua tempora, in hujusmodi billa sive nota mentionat, talis persona qua hujusmodi Billam sive notam fecerit, per hujusmodi promissionem & Consuetud. inter. Mercatores & alias Personas, præd. sic ut præfertur usitat & apporobat. onerabili; esse consuevit, ad solvend' hujusmodi denariorum summam, in hujusmodi Billam sive nota mentionat. hujusmodi persona, cui promissio solutionis inde per hujusmodi billam sive notam facta fuit, fore solvend' ad tempus sive tempora, in & per hujusmodi billam, sive notam, pro solutione inde denotat secundum promissionem suam præd; cumq; vicesimo primo die Octobris, Anno Regni Domini Willieimi & Domine Mariae, nunc Regis & Regine Anglie, &c. quarto apud London præd. videlicet in parochia beata, Mariae de Arcubus in warda de Cheape, præd' idem Johannes Garret, fuit Persona residen' in Civitate London præd' & sic ibidem residen' eodem vicesimo primo die Octobris, Anno quarto superadicto apud London præd', in Parochia & Warda præd' per quandam notam in Scriptis sub manu sua subscript. promisit solvere eidem Johanni Pearson, vel Assign' suis, sexaginta pecias auri cuneti, Anglice. Threescore Pieces or Guineas, or Twenty Shillings Pieces of Gold; infra duos menses prox. post ipse præd' Johan. Garret, cuidam Elizabeth Pretty, legitime maritat. fuerit, videlicet quinquaginta pecias inde pro seipso prædicto Johanne Pearson, & decem pecias inde pro uxore sua, & idem Johannes Pearson, in facto dicit quod præd. Johannes Garret, postea, scilicet vicesimo octavo die Febuarii, Anno Regni dicti Domini Regis & Domine Regine, nunc quinto apud London, præd. in Parochia & Warda prædictis præfat.

fat. Elizabeth Pretty Legittime maritat. fuit. per quod & vigore consuetud. prad. predictus Johannes Garret, devenit onerabilis ad solvend' eidem Johandi Pearson sexaginta pecias auri secundum promissionem suam prad. Ac super inde in consideratione premiss. prad. Johanni Garret, ad tunc & ibidem scilicet prad. vicesimo octavo die Febuarii, Anno quinto supradicto apud London, prad. in Parochia & Warda predictis, super se assumpsit prefatoq; Johanni Pearson, ad tunc & ibidem fideliter promisit quod ipse idem Johannes Garret prad. sexaginta pecias auri eidem Johanni Pearson, infra duos menses prox. post maritageum prad. habit; bene & fideliter solvere & contentare vellet prad. tamen Johannes Garret promission & assumption' suas predictas minime curans, sed machinans & fraudulenter intendens eundem Johannem Pearson in hac parte callide & subdole decipere & defraudare prad. sexaginta pecias Auri seu aliquam inde denariorum summam prefat, Johanni Pearson nondum solvit nec ei pro eisdem hucusq; aliquammodo contentavit, licet ad hoc faciend. prad. Johannes Garret. postea scilicet secundo die Maii, Anno quinto supradicto apud London, prad. in Parochia & Warda predictis per eundem Johannem Pearson requisit. fuit. sed ill. ei hucusq; solvere seu proinde aliquammodo contentare omnino recusavit adhuc recusat unde idem Johannes Pearson dicit quod deteriorat. est & dampnum habet ad valentiam Centum librarum & inde producit sectam, &c.

The Substance of this in English, is as under, viz.

John Pearson brings an Action upon a Note of Sixty Guinea's, against John Garret, and sets forth

THat whereas the City of London is an ancient City, and whereas there is a certain ancient and commendable Custom in it (the contrary whereof is not in the Memory of Man) approved and in use amongst Merchants and other Persons residing therein, viz. That if any Person residing therein, shall make any Bill or Note in Writing, subscribed under his Hand, in which he shall promise to pay any Sum of Money within any time or times therein mentioned, such Person as shall make any such Note, by vertue of such Note, and that Custom approved and in use amongst Merchants and other Persons, as aforesaid, has used to be liable to the payment of any such Sum of Money, mentioned in such Note, to the Person to whom the Payment is there promised, within the time or times specify'd in such Note for making of such Payment. And whereas on the 21st Day of October, in the Fourth Year of the Reign of King William and Queen Mary, in the City of London aforesaid, viz. in the Parish of St. Mary

in the Ward of

the

the aforesaid *John Garret*, residing in the City of *London*, aforesaid, on the Twenty first Day of *October* aforesaid, and in the Parish and Ward in the City of *London* aforesaid, by a certain Bill or Note, subscribed by his Hand, did promise to pay to the said *John Pearson*, or his Assigns, Threescore Guinea's, within Two Months next after the aforesaid *John Garret* should be lawfully marry'd to *Elizabeth Pretty*, viz. Fifty Guinea's for him the aforesaid *John Pearson*, and Ten Guinea's for his Wife: And the said *John Pearson* saith in Fact, That the aforesaid *John Garret* afterwards, viz. on the Eight and twentieth Day of *February*; in the Fifth Year of the Reign of our Lord and Lady the King and Queen, aforesaid, in the City of *London*, and in the Parish and Ward aforesaid, was lawfully marry'd to the aforesaid *Elizabeth Pretty*: Whereby, and by vertue of the Custom aforesaid, the said *John Garret* did become liable to pay to him the said *John Pearson*, the Sixty Guinea's according to his Promise. And moreover, in consideration of the Premises, the aforesaid *John Garret*, in the same Place, and at the same time, viz. on the Eight and twentieth Day of *February*, in the Year aforesaid, and in the Parish and Ward aforesaid, did take upon him, and faithfully did promise to the aforesaid *John Pearson*, that he the aforesaid *John Garret*, wou'd within Two Months next after the Marriage, well and truly content and pay to him the said *John Pearson*, the Sixty Guinea's aforesaid. Notwithstanding whereof, the aforesaid *John Garret*, no wise regarding his Promise aforesaid, and fraudulently contriving, and intending cunningly and deceitfully to circumvent and cheat the said *John Pearson* in that matter, has not yet paid him the aforesaid Sixty Guinea's, nor any part thereof, nor has he any way contented him for the same; though he the said *John Garret* has been since, viz. on the Second Day of *May*, in the Fifth Year aforesaid, in the City of *London*, and in the Parish and Ward aforesaid, required so to do: But has hitherto always refused to pay him the same, or in any manner to content him therefore, &c.

To this Declaration the Defendant demurred, and the Plaintiff joined in Demurrer.

The Exceptions taken were, viz. That the Plaintiff doth not aver that he was a Merchant, or that the Note was made *secundum consuetudinem Mercatorum*; neither hath he laid any consideration.

This is not such a Custom among Merchants, of which this Court is obliged to take notice, as part of the Law of the Land; for in truth, there is no such Custom, 'tis only an Agreement, founded upon Brokage, and therefore cannot be within the Custom

stom of Merchants; neither was there yet any Precedent, to pay Money upon such a collateral Contingency.

'Tis no more than a voluntary Note given, with a present Consideration, and if such should be allowed to be within the Custom of Merchants, then every thing which is given without a Consideration, may be as well in the Custom, which would quite change the Law.

E contra, The Question is, whether the Custom is good or not? 'Tis sufficiently alleged in the Declaration, 'tis not laid to be *inter Mercatores* only, but *inter alias Personas residentes, &c.* And if such a Custom can be good, then 'tis admitted to be so by the Demurrer.

Dr. Whitley's Son brought the like Action upon a Note; and he was a Gentleman, and no Trading Merchant, but travelling into France, and had Judgment, which was affirmed in the *Exchequer-Chamber*.

No Reason can be offered by which a Note should not bind, since the Consideration for which it was given was very just; for 'tis lawful for one Man to help another to a Wife.

If the Note had been given by way of Commerce, it had been good, but to pay Money upon such a Contingency, cannot be called Trading, and therefore not within the Custom of Merchants; Judgment was given for the Defendant.

Modern Reports, Vol. p.

Reflections.

For my part, I think the Decision of the Court in this Case was very just, for though it be highly reasonable that extraordinary Privileges should be granted to Merchants in such Cases, it is not fit that every such Note that has no regard to Commerce, and for which there was no real and effectual Value received, should be admitted to be within the Custom of Merchants; for then (as the Council for the Defendant here alleges) all simple Notes, or Promises of that nature, wou'd fall within the Custom of Merchants, though there be no Consideration given for the same; which is absolutely against their Custom, since in all their Notes there is Acknowledgment that the value is received; and indeed it were well if it were expressed in what manner it is received, since thereby divers Inconveniencies wou'd be avoided; as shall hereafter more largely be taken notice of.

The I N D E X.

I shall now conclude this Treatise, to which there is not room left to add any thing farther; and I wish it may in every thing answer my Intention, for the Service of the Trading Part of the English Nation.

'Tis however, fit to desire the Reader to take Notice, That the preceding Sheets being compos'd of several different Treatises, there must be for each, a different Table or Index, as under.

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